

**ADMINISTRATIVE AGREEMENT
BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO
AS REPRESENTED BY THE
MINISTER OF GOVERNMENT AND CONSUMER SERVICES**

- AND -

**THE TRAVEL INDUSTRY COUNCIL OF ONTARIO,
A NOT-FOR-PROFIT CORPORATION WITHOUT SHARE CAPITAL
INCORPORATED UNDER THE LAWS OF ONTARIO**

TABLE OF CONTENTS

Recitals	1
1. Definitions and Interpretation	2
2. Purpose of the Agreement	3
3. Designation and Delegated Administration	3
4. Accountability Relationships	3
5. Roles and Responsibilities of the Parties	4
6. Membership	7
7. Board and Statutory Appointments.....	7
8. Corporate Reporting	10
9. Regulatory Governance.....	12
10. Financial Arrangements	12
11. Records, Privacy and Access	13
12. Litigation	13
13. Indemnification.....	15
14. Insurance	15
15. Non-Regulatory Business	16
16. Code of Conduct for Compliance Personnel	17
17. Revocation or Restriction of the Administrative Authority’s Administration	17
18. Administrator.....	18
19. Dispute Resolution	18
20. Communications and Information Sharing.....	18
21. Reviews and Audits	19
22. Severability of Provisions	19
23. Assignment	19
24. Waiver	20
25. Independent Parties.....	20
26. Jurisdiction	20
27. Conflict	20
28. Amendment and Review of Agreement.....	20
29. Public Document.....	21

30. Entire Agreement21

31. Effective Date21

SCHEDULE "A" – REGULATION.....22

SCHEDULE "B" – INFORMATION SHARING PROTOCOL.....24

SCHEDULE "C" – COMPETENCY AND SELECTION CRITERIA FOR MEMBERS OF THE BOARD OF DIRECTORS30

SCHEDULE "D" – CODE OF CONDUCT FOR DIRECTORS35

SCHEDULE "E" – CORPORATE PLANNING AND REPORTING42

SCHEDULE "F" – FEE SETTING PROCESS AND CRITERIA49

SCHEDULE "G" – PAYMENTS54

SCHEDULE "H" – ACCESS AND PRIVACY CODE.....56

SCHEDULE "I" – NON-REGULATORY BUSINESS POLICY.....73

SCHEDULE "J" – EFFECTIVE DATES OF CERTAIN PROVISIONS OF THE ADMINISTRATIVE AGREEMENT75

Recitals

WHEREAS the Minister and the Administrative Authority are required to enter into an administrative agreement pursuant to the SCSAA;

AND WHEREAS the Minister is accountable to the people of Ontario as a member of the Legislative Assembly and to the Legislative Assembly as a Minister of the Crown in right of Ontario;

AND WHEREAS the Administrative Authority is accountable to the Minister and the government for its administration of the designated legislation, in this case, the Travel Industry Act, 2002 (“the Act”);

AND WHEREAS the Administrative Authority provides valuable information to the government regarding the operational effectiveness of the Act and that both parties acting in the public interest are dependent on a collaborative relationship;

AND WHEREAS the Minister and the Administrative Authority recognize the benefit of maintaining a strong collaborative relationship and the importance of resolving any disagreements as amicably and expeditiously as possible;

AND WHEREAS the Administrative Authority is not a Crown agent, is self-funded and is not self-regulating;

AND WHEREAS the Minister is responsible for recommending legislative and regulatory changes to the Lieutenant Governor in Council;

AND WHEREAS the Minister and the Administrative Authority intend to exercise their powers and duties under the SCSAA and the Act in such a manner as to protect the public interest and carry out and perform this Agreement in a manner consistent with the objective of ensuring a fair, safe and informed marketplace that supports a competitive economy;

NOW THEREFORE in consideration of the promises and the mutual covenants contained in this Agreement and subject to the terms and conditions hereof, the parties hereby enter into this administrative agreement.

1. Definitions and Interpretation

- 1) In this Agreement, the following terms have the following meanings:
 - a) “**Act**” means the legislation designated by the Lieutenant Governor in Council being the Travel Industry Act, 2002;
 - b) “**Administrative Authority**” means the Travel Industry Council of Ontario;
 - c) “**Agreement**” means this administrative agreement, all attached schedules and any agreement or schedule in writing supplementing or amending this administrative agreement or any of its schedules;
 - d) “**Board**” means the Board of Directors of the Administrative Authority;
 - e) “**Chair**” means the Chair of the Board;
 - f) “**Crown**” means Her Majesty the Queen in Right of the Province of Ontario;
 - g) “**Minister**” means the Minister responsible for the administration of the Act or of the SCSAA, as the case may be, by Order in Council of the Lieutenant Governor acting for and on behalf of the Crown;
 - h) “**Ministry**” means the ministry of the Minister;
 - i) “**SCSAA**” means the Safety and Consumer Statutes Administration Act, 1996;
 - j) “**Statutory Mandate**” means the exercise of the authority delegated to the Administrative Authority pursuant to the SCSAA, excluding non-regulatory business ventures.
- 2) In this Agreement, for the purposes of interpretation:
 - a) Words denoting the singular include the plural and vice versa and words denoting any gender include all genders;
 - b) The word “including” or “includes” shall mean “including (or includes) without limitation”;
 - c) Any reference to a statute shall mean the statute in force as at the date hereof, together with all regulations promulgated thereunder, as the same may be amended, re-enacted, consolidated and/or replaced, from time to time, and any successor statute thereto, unless otherwise expressly provided;

- d) The division of this Agreement into separate sections and subsections, and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement; and
 - e) This Agreement should be read together with the SCSAA and the Act. This Agreement does not affect, modify or limit the powers of the SCSAA, the Act or the Administrative Authority as set out in the SCSAA or the Act, or interfere with responsibilities of any of its parties as established by law.
- 3) The powers and responsibilities of the Minister set out in this Agreement may be exercised by the Minister, the deputy minister of the Ministry or another authorized official of the Ministry.

2. Purpose of the Agreement

- 1) This Agreement between the Minister and the Administrative Authority:
 - a) Clarifies the roles, duties and responsibilities of the Minister and the Administrative Authority in relation to the administration of the Act and the administrative matters as set out under the Act and the SCSAA; and
 - b) Clarifies the administrative, financial, auditing, accountability, legislative and regulatory development, and working and reporting relationships between the parties.

3. Designation and Delegated Administration

- 1) The parties acknowledge that responsibility for the administration of the provisions of the Act is as provided for in the regulation made under the SCSAA. For greater clarity, a copy of the relevant provisions of the regulation designating the Act and the Administrative Authority is attached as Schedule "A" to this Agreement.
- 2) The Administrative Authority has assumed responsibility for the administration of all provisions in the Act provided for in the designation.
- 3) The Statutory Mandate of the Administrative Authority is established by the Act and the SCSAA.

4. Accountability Relationships

- 1) The Minister is accountable to the Legislative Assembly for the fulfilment of the Statutory Mandate by the Administrative Authority.
- 2) The Board is accountable to the Minister through the Chair, for the performance of the Administrative Authority.

5. Roles and Responsibilities of the Parties

5.1 The Minister

- 1) The Minister is responsible for the Administrative Authority's fulfilment of its Statutory Mandate. For this purpose, the Minister requires timely access to information from the Administrative Authority as set out in the Information Sharing Protocol, attached as Schedule "B".
- 2) The Minister is responsible for bringing forward proposed changes to the Act and the SCSAA to the Lieutenant Governor in Council and the Legislative Assembly.
- 3) The Minister may engage the Administrative Authority:
 - a) throughout the policy development process,
 - b) in coordinating public and stakeholder communications regarding any proposed legislative, regulatory or policy changes, and
 - c) in the development of communication strategies for critical or on-going issues.
- 4) The Minister may provide the Administrative Authority with an annual letter outlining the government's expectations and priorities with respect to the Administrative Authority during the specified fiscal year. The letter would provide measurable expectations from the Minister that align with the Administrative Authority's mandate as well as government priorities and commitments.
- 5) Pursuant to section 13.1 of the SCSAA and subject to section 13.7 of the SCSAA, the Minister may issue policy directions to the Administrative Authority relating to its administration of the Act after giving the Administrative Authority the notice that the Minister considers reasonable in the circumstances. The parties acknowledge that a policy direction issued to the Administrative Authority is deemed to form part of the Agreement and is binding on it.
- 6) The Minister may, where the Minister deems appropriate, delegate, make or assign to the Administrative Authority such additional authority, appointments or consents as are within the Minister's authority, if the Administrative Authority requires such additional authority, appointments, or consents to carry out its Statutory Mandate.
- 7) The Minister may, where the Minister deems appropriate, assist the Administrative Authority in obtaining any additional authorities, appointments or consents which cannot be granted by the Minister.

- 8) The Minister may, where the Minister deems appropriate, assist the Administrative Authority in working with other ministries to facilitate agreements and relationships with the Administrative Authority.
- 9) The Minister shall not interfere with the independent exercise of the statutory functions fulfilled by the Administrative Authority's registrar or deputy registrars, inspectors, investigators, statutory director or deputy directors and other officers exercising statutory and regulatory duties.
- 10) The Minister shall make reasonable efforts to meet with the Chair from time to time.

5.2 The Administrative Authority

- 1) The Administrative Authority shall, in accordance with subsection 7(1) of the SCSAA, administer its designated legislation in accordance with the law, the SCSAA, the Act and this Agreement.
- 2) The Administrative Authority shall, in accordance with subsection 4(3) of the SCSAA, comply with the principles of maintaining a fair, safe and informed marketplace and promoting the protection of the public interest.
- 3) The Administrative Authority, through the Chair, shall ensure that the Board is aware of the terms of this Agreement.
- 4) The Administrative Authority is responsible for ensuring that it has adequate resources, including financial resources, to comply with this Agreement, the SCSAA, the Act, and other applicable law, and for acting in accordance with the business plan that it has provided to the Minister under clause 8(1)(a) of this Agreement.
- 5) The Administrative Authority is responsible for developing and maintaining corporate by-laws and shall make such by-laws available on its website within 30 days after the by-laws are ratified by the members.
- 6) The Administrative Authority is responsible for developing and maintaining an up-to-date written policies and procedures manual for each functional area of its business.
- 7) If the Minister appoints the Chair pursuant to subsection 8(5.2) of the SCSAA, the Administrative Authority is responsible for developing, maintaining and making publicly available on its website up-to-date written procurement policies and procedures that comply with the Ontario Public Service Procurement Directive. If the Minister does not appoint the Chair, the Administrative Authority is responsible for developing, maintaining and making publicly available on its website, up-to-date written procurement policies and procedures in keeping with the spirit and principles of the most recent Ontario Public Service Procurement Directive to ensure that goods and services,

including consulting services and information technology are acquired through a process that is fair, open and transparent.

- 8) The Administrative Authority is responsible for developing, maintaining and making publicly available on its website up-to-date written travel, meal and hospitality expenses policies and procedures in keeping with the spirit and principles of the most recent Ontario Public Service Travel, Meal and Hospitality Expenses Directive in order to set out principles for the reimbursement of expenses to ensure fair and reasonable practices, and to provide a framework of accountability to guide the effective oversight of resources in the reimbursement of expenses.
- 9) The Administrative Authority is responsible for developing and maintaining appropriate performance measurements, governance, and financial management processes with sound internal controls to conduct the Administrative Authority's operations effectively and efficiently.
- 10) The Administrative Authority is responsible for developing, maintaining and making publicly available on its website up-to-date written policies and procedures for responding to and assisting in the resolution of consumer and other complaints received by the Administrative Authority related to its administration of the Act.
- 11) The Administrative Authority is responsible for providing the Minister with timely information in relation to any matter requested by the Minister and shall also provide the information identified in the Information Sharing Protocol attached as Schedule "B".
- 12) The Administrative Authority is responsible for developing, maintaining and making publicly available on its website up-to-date written policies and procedures regarding service standards for registration applications.
- 13) When able and appropriate, the Administrative Authority shall coordinate its enforcement activities in relation to the investigation of serious incidents with the enforcement activities of other provincial and federal enforcement authorities.
- 14) When engaged by the Minister, in accordance with subsection 5.1(3), the Administrative Authority shall participate in:
 - a) the policy development process;
 - b) coordinating public and stakeholder communications regarding any proposed legislative, regulatory or policy changes, and
 - c) the development of communication strategies for critical or on-going issues.

- 15) If the Minister exercises any of the Minister's powers under the SCSAA, the Administrative Authority shall take all necessary and advisable steps to ensure compliance with the power that has been exercised.
- 16) The Administrative Authority shall take all reasonable measures and make all reasonable plans to provide services in French, subject to the limits that are reasonable in the circumstances and to any exemptions that may be provided for in the SCSAA.

6. Membership

The Administrative Authority shall provide the Minister with a copy of any by-laws, as amended from time to time, respecting both the qualifications and the terms and conditions of membership in the Administrative Authority and the conduct of persons required to be registered under the Act.

7. Board and Statutory Appointments

7.1 Board Composition and Appointment of Board Members

- 1) Subject to any Minister's order made under the SCSAA and any other legal obligations, the composition of the Board, the selection criteria, selection process and term of office of Board members, other than Ministerial appointees, shall be established by by-law with the approval of the membership. The Administrative Authority shall provide such by-laws to the Minister for review and approval prior to submitting them to the Board or membership as the case may be.
- 2) Regarding Ministerial appointees, the by-laws of the Administrative Authority may include provisions that reflect the content of section 8 of the SCSAA for completeness.
- 3) The Administrative Authority shall obtain the Minister's prior approval of any change in the by-laws respecting Board composition, the selection criteria, selection process and term of office of its Board members. Any motion from the floor that affects the Board composition or selection criteria or process and terms of office of its members shall not be entertained or put to the vote of the membership unless the motion has been reviewed and approved by the Minister.
- 4) No person may sit as a member of the Board while the person is an employee of a trade association representing the interests of the regulated industry.
- 5) The by-laws of the Administrative Authority shall not grant to any person who is not a Board member the right to notice of meetings of the Board or the right to attend meetings of the Board.

- 6) Subject to any order made by the Minister under subsection 8.2(1) of the SCSAA, the Administrative Authority shall develop and maintain competency criteria for the Board setting out the types of skills and competencies that are required on the Board, which shall be approved by the Minister and attached to this Agreement as Schedule "C". A Minister's order is deemed to be an addendum to Schedule "C".
- 7) The Board selection criteria in Schedule "C" shall be inclusive and shall require that reasonable efforts be made to include members on the Board who reflect a variety of perspectives, including consumer protection or public interest perspectives. Additionally, reasonable efforts shall be made to include members on the Board who reflect the diversity of Ontario, including gender, geographic distribution, and ethnicity. The Administrative Authority shall make the selection criteria public.
- 8) The Minister shall have regard to the competency criteria and selection criteria used by the Board when making appointments to the Board.
- 9) The Board recognizes that Board members appointed by the Minister in accordance with the SCSAA may include representatives of consumer groups, business, government organizations, or such other interests as the Minister determines.
- 10) The Minister shall endeavour to make appointments to the Board in a timely manner.
- 11) Board members appointed by the Minister shall be remunerated by the Administrative Authority in an amount and on a basis that is equivalent to all other Board members. If such a Board member is employed by the public service of Ontario as defined in the Public Service of Ontario Act, 2006, the Board member shall not receive any remuneration unless permitted under the Ontario Public Service Agencies and Appointments Directive or any successor directive.
- 12) The Board shall ensure that new Board members complete any training required by the Minister within six (6) months of being elected or appointed, or when next available.

7.2 Information Required from the Board

- 1) The Board shall conduct a Board evaluation in accordance with best practices at least once every two years. The evaluation may be facilitated by an independent third party. The results of the evaluation shall be summarized in a report and a copy of the report shall be provided to the Chair. The Chair shall provide a copy of the report to the Minister upon request.
- 2) The Board shall adopt a binding code of conduct for the Board members to prevent the possibility of any Board member advancing his or her personal or

business interests, or the interests of another person or organization, ahead of the interests of the Administrative Authority. The code of conduct for Board members, as it may be amended from time to time, is subject to the approval of the Minister. Upon approval by the Minister, such code shall be attached to this Agreement as Schedule "D".

- 3) The annual meeting, at which the Board shall present its annual report and audited financial statements, and report to the members of the Administrative Authority on the affairs of the Administrative Authority for the immediately preceding year, shall be open to the general public and the Board shall make reasonable efforts to inform the general public of such meeting.
- 4) Subject to any Minister's order made under section 13.3 of the SCSAA, the Board shall establish an advisory process for direct input to the Board on issues of importance to consumers. The terms of reference of such a process shall be made public and a report on the activities and advice provided by this process shall be included in the annual report.

7.3 Minister's Appointment of Chair

In accordance with subsection 8(5.2) of the SCSAA, the Minister may appoint the Chair from among the Board members and for this purpose the Minister shall have regard to the views of the Board, the competency criteria used by the Board, the Administrative Authority's succession planning, and any other matter the Minister considers advisable in the circumstances. The Minister shall give notice to the Administrative Authority that the Minister considers reasonable in the circumstances if the Minister intends to appoint or re-appoint the Chair.

7.4 Statutory Appointments

- 1) As provided for in subsection 2(1) of the Act, the Board shall appoint a director and may appoint a maximum of two deputy directors.
 - a) The director or deputy director(s) shall not:
 - i) be a member of the Board unless the Board has approved guidelines providing for the independent exercise of the director's statutory duties;
 - ii) be a registrar or deputy registrar under the Act;
 - iii) hold a position in the Administrative Authority that is subordinate to the registrar or deputy registrar;
 - iv) be an employee or director of a trade association representing the interests of the regulated sector;
 - v) be a registrant under the Act.

- 2) As provided for in subsection 3(1) of the Act, the Board shall appoint a registrar and may appoint a maximum of two deputy registrars.
 - a) The registrar and any deputy registrar(s) shall be employees of the Administrative Authority and shall not be:
 - i) a member of the Board;
 - ii) a director or deputy director under the Act;
 - iii) an employee or director of a trade association representing the interests of the regulated sector;
 - iv) a registrant under the Act.
- 3) The Administrative Authority acknowledges that the director and registrar under the Act and any deputy or deputies thereof exercise statutory duties that require independent decision-making and, for that purpose, the Administrative Authority agrees that the Board shall not interfere with the independent exercise of these statutory responsibilities but may review the manner in which those responsibilities are carried out, consistent with the Board's corporate and regulatory governance responsibilities.

8. Corporate Reporting

- 1) The Administrative Authority shall:
 - a) each year, provide the Minister with a business plan (as described in Schedule "E") for the forthcoming year, in a format acceptable to the Minister, no later than thirty (30) days before the end of the current fiscal year;
 - b) each year, provide the Minister with an annual report (as described in Schedule "E") in a format acceptable to the Minister, no later than one hundred and twenty (120) days after the end of its previous fiscal year;
 - c) enable the Minister to review and comment on the documents referred to in clauses (a) and (b) within a reasonable time period, estimated to be approximately thirty (30) days from the receipt of the documents, under normal circumstances, and prior to final approval of the Board.
- 2) The Administrative Authority's business plan shall set out a summary of the activities it will undertake to ensure that its goods, services and facilities are accessible in accordance with the Accessibility for Ontarians with Disabilities Act, 2005, and any relevant additional accessibility related activities. The Administrative Authority's annual report shall account for how these accessibility-related activities were provided.

- 3) The Administrative Authority's business plan shall set out the means by which services related to the administration of the Act are provided in French in accordance with subsection 5.2(16) of this Agreement and section 13.8 of the SCSAA. The Administrative Authority's annual report shall account for how these French language services were provided.
- 4) The Administrative Authority's business plan shall set out the means by which complaints received by the Administrative Authority related to the administration of the Act are managed and resolved and the Administrative Authority's annual report shall account for how these complaints were responded to and resolved.
- 5) The Administrative Authority:
 - a) shall make the business plan referred to in clause (1)(a) available to the public, including by posting on the Administrative Authority's website, no later than thirty (30) days after final approval of the Board;
 - b) shall publish the annual report referred to in clause (1)(b) to the Administrative Authority's website and by any other method no later than thirty (30) days after the annual report receives final approval of the Board.
- 6) The Administrative Authority shall conduct a client satisfaction/value survey of all or a sampling of its consumers and registrants at least once every two years. The client satisfaction/value survey may be facilitated by an independent third party. The Administrative Authority shall share a summary of the survey results with the Minister. The Administrative Authority's annual report and website shall also include a synopsis of the results of the client satisfaction/value survey, as conducted.
- 7) The Administrative Authority shall have a risk management framework and risk management plan for managing risks that the Administrative Authority may encounter in meeting its program and service delivery objectives as described in Schedule "E".
- 8) The Administrative Authority shall establish performance measures regarding the administration of the Act, subject to the approval of the Minister. This stable set of performance measures will reflect the regulated sector and enable a year-to-year comparison. Where a year-to-year comparison is not possible because of a change in performance measures, the Administrative Authority shall give the Minister sufficient information to enable a proximate comparison of the changed performance measure.
- 9) The Administrative Authority shall provide the Minister with performance targets and results for the performance measures approved by the Minister in subsection (8) on an annual basis and upon request by the Minister. Where the Administrative Authority does not meet any one or more of its performance targets, the Administrative Authority shall identify any variance

from the target and provide a written rationale to the Minister.

9. Regulatory Governance

- 1) The Board shall be responsible for carrying out the following regulatory governance functions:
 - a) reviewing the adequacy and effectiveness of the Administrative Authority's registration, enforcement and consumer protection framework to ensure compliance with the Act;
 - b) reviewing implementation of and reporting on the enforcement of the Act, as well as the operations of the consumer protection framework; and
 - c) providing strategic advice to the Minister on potential or proposed legislative or regulatory changes.

10. Financial Arrangements

- 1) The Administrative Authority shall ensure that it has adequate resources to comply with this Agreement, the Act and the SCSAA consistent with the business plan that it has provided to the Minister under clause 8(1)(a) of this Agreement.
- 2) The Administrative Authority acknowledges it cannot collect or retain as revenue any fines imposed by a court further to proceedings taken by the Administrative Authority under the Provincial Offences Act.
- 3) The Administrative Authority may establish fees, subject to any limitations on the amount imposed by the Act and by the SCSAA, costs and other charges related to its administration of the Act in accordance with the process and criteria approved by the Minister, as set out in the attached Schedule "F".
- 4) The Administrative Authority shall make publicly available, including by posting on its website,
 - a) its fees, costs and other charges,
 - b) the process and criteria by which its fees, costs and other charges are established, and
 - c) any rules governing the payment of its fees, costs and other charges.
- 5) The Administrative Authority agrees to pay to the Minister such amounts as set out in the attached Schedule "G".
- 6) Any payments by the Administrative Authority to the Minister shall be made payable to the Minister of Finance, drawn on the account of the

Administrative Authority and paid on a timely basis and on the terms as set out in the attached Schedule "G".

- 7) The Minister will charge interest on any late payments on the terms set out in the attached Schedule "G".
- 8) The Administrative Authority shall report to the Minister at the earliest opportunity if there is any reason for concern about the financial state of the Administrative Authority.

11. Records, Privacy and Access

- 1) To the extent permissible by law, all records obtained from any source, created, or maintained by the Administrative Authority in the course of carrying out its administration of the Act are the property of the Administrative Authority and the Administrative Authority is the sole owner and custodian of such records and may use them for its legitimate purposes in the administration of the Act.
- 2) All records that are the property of the Administrative Authority shall be maintained in keeping with the records retention and destruction schedules established by the Administrative Authority.
- 3) Subject to any regulation made under section 12.2 of the SCSAA, the Administrative Authority shall have an access and privacy code addressing issues of access to its records, protection of personal information, and effective procedural rights and remedies. This code shall protect privacy and provide access in accordance with the principles of the Freedom of Information and Protection of Privacy Act and provide an effective procedure in support of these principles. Upon approval by the Minister, the code shall be attached to this Agreement as Schedule "H".
- 4) The Administrative Authority shall comply with the access and privacy code referred to in subsection (3), and shall make the code available to the public, including by posting on the Administrative Authority's website.
- 5) The Administrative Authority shall obtain the Minister's approval of any changes to the access and privacy code.

12. Litigation

- 1) The following provisions address any litigation arising after or as a result of the Administrative Authority's designation under the SCSAA.
- 2) Civil and administrative litigation, including inquests, related to the Act in which the Crown is a defendant or an interested party, which was commenced prior to the date of designation of the Administrative Authority or

which was commenced after that date but which relates in whole or in part to any event, act or omission, or to any alleged event, act or omission occurring prior to that date, shall be defended or otherwise carried out by the Crown unless the parties agree otherwise, and the Crown shall be responsible for all costs of the litigation and for the payment of any settlement costs agreed to and payable, and any damages awarded against it, as a result of any act, omission or fault of the Crown subject to order of the court or agreement of the parties otherwise. The parties agree that the Administrative Authority reserves the right to defend or otherwise carry out any such litigation on its own behalf and at its own cost where it determines that it has an independent interest in the litigation.

- 3) The Administrative Authority shall cooperate with the Crown for the purpose of the Crown's defence or other participation in the litigation referred to in subsection 12(2) of this Agreement including providing documentation or information and providing witnesses in such litigation, where appropriate.
- 4) Civil and administrative litigation, including inquests, related to the Act in which the Crown is a defendant or an interested party, as a result of any alleged act or omission of the Administrative Authority in its administration of the Act shall be defended or otherwise carried out by the Administrative Authority (with full right and power to choose legal counsel and with full right and power to reach a settlement which binds the Administrative Authority and, with the Crown's consent, binds the Crown), unless the parties expressly agree otherwise. The Administrative Authority shall be responsible for all costs of the litigation and for the payment of any settlement costs agreed to and payable by it and any damages awarded against it, as a result of any act, omission or fault of the Administrative Authority subject to an order of the court or agreement between the parties. The parties agree that the Crown reserves the right to defend or otherwise carry out any such litigation on its own behalf and at its own cost in respect of its own interest where it determines that it has an independent interest in the litigation.
- 5) Any proceedings, and any civil, criminal or administrative litigation, including inquests, not related to the Administrative Authority's administration of the Act, in which the Crown is a defendant or an interested party, arising from or in any way connected with any activity undertaken by, or alleged act or omission of the Administrative Authority, shall be defended or otherwise carried out by the Administrative Authority. The Administrative Authority shall be responsible for all costs of the proceedings or litigation and for the payment of any settlement costs agreed to and payable by it and any damages awarded against it. The parties agree that the Crown reserves its right to defend or otherwise carry out any such proceedings or litigation on its own behalf and at its own cost where it determines that it has an independent interest in the proceedings or litigation.
- 6) The Minister or the Crown shall cooperate with the Administrative Authority

for the purpose of the Administrative Authority's defence or other participation in the litigation referred to in subsections (4) and (5) including providing documentation or information and providing witnesses in such litigation, where appropriate.

- 7) The Administrative Authority shall carry out all prosecutions related to the Act on its own behalf and in its own name, all in accordance with, pursuant to and in furtherance of the obligations of the Administrative Authority to administer the Act. The Administrative Authority shall develop policies for the conduct of prosecutions that accord with the principles set out in any Ministry of the Attorney General prosecution-related policies, guidelines, codes or similar documents provided to it by the Minister. In carrying out prosecutions related to the Act, the Administrative Authority shall conduct prosecutions in the public interest and in a manner consistent with such policies.
- 8) The Minister shall keep the Administrative Authority informed of any litigation by or against the Crown or in which the Crown is an interested party that may affect the interests of the Administrative Authority.
- 9) The Administrative Authority shall keep the Minister informed of any litigation by or against the Administrative Authority or in which the Administrative Authority is an interested party that may affect the interests of the Crown.

13. Indemnification

- 1) The Administrative Authority acknowledges that, pursuant to subsection 11(4) of the SCSAA, it is required to indemnify the Crown in respect of damages and costs incurred by the Crown for any act or omission of the Administrative Authority or its members, officers, Board members, employees or agents in the exercise or performance or intended exercise or performance of their duties or powers under the SCSAA, a Minister's order, the Act or the Agreement or for any act or omission otherwise connected to the SCSAA, a Minister's order, the Act or the Agreement.
- 2) This indemnification survives termination of this Agreement for the maximum period permitted by law or contract.

14. Insurance

- 1) The Administrative Authority shall take all reasonable steps to protect itself from and against all claims which might arise from the carrying out of the administration of the Act and the exercise or performance of its duties under the Act by the Administrative Authority, its Board members, appointees, officers, employees and agents. The Administrative Authority shall at all times maintain adequate insurance against liability arising out of the Administrative Authority's carrying out of the administration of the Act, the exercise or performance of its duties or powers under the Act and this Agreement

including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$5 million per occurrence, \$5 million products and completed operations aggregate. The policy is to include the following:

- a) Her Majesty the Queen in Right of Ontario as represented by the Minister as additional insureds with respect to liability arising in the course of performance of the Administrative Authority's obligations under, or otherwise in connection with, the Act;
 - b) cross-liability clause;
 - c) thirty (30) day written notice of cancellation, termination or material change; and,
 - d) non-owned automobile coverage with blanket contractual coverage for hired automobiles.
- 2) The Administrative Authority shall provide the Minister with certificates of insurance or other proof as may be requested by the Minister, that confirms all of the insurance coverage as provided for in subsection (1), and renewal replacements on or before the expiry of any such insurance.
 - 3) If the Crown imposes an obligation on the Administrative Authority by obtaining the enactment of legislation, making a regulatory change or otherwise, which gives rise to exposure to liability on the part of the Administrative Authority for which the Administrative Authority cannot reasonably obtain appropriate liability insurance, the Administrative Authority shall provide immediate notice to the Minister in writing of the uninsured risk and subject to government approvals that may be required, if any, the Administrative Authority and the Minister shall identify appropriate measures to resolve the issue to the satisfaction of both parties. Where government approval is required, the Minister shall make reasonable efforts to obtain the necessary approvals.

15. Non-Regulatory Business

- 1) The Administrative Authority shall only enter into non-regulatory business ventures that promote the protection of the public interest and enhance consumer protection. For this purpose, the Administrative Authority shall comply with the principles set out in the Non-Regulatory Business Policy set out in Schedule "I".
- 2) For any non-regulatory business venture, the Administrative Authority shall submit to the Minister a statement confirming that such non-regulatory business venture will not negatively impact the Administrative Authority's regulatory business. The form and content of the statement shall be as

detailed in Schedule "I".

- 3) The statement shall be provided to the Minister prior to the Administrative Authority entering into a business venture for the non-regulatory business.
- 4) The Administrative Authority acknowledges that, in accordance with subsection 7(3) of the SCSAA, it shall not engage in commercial activity through an individual, corporation or other entity that is related to the Administrative Authority.

16. Code of Conduct for Compliance Personnel

- 1) The Administrative Authority shall develop a code of conduct for its compliance personnel relating to the Administrative Authority's compliance and enforcement responsibilities under the Act and any other legislation that is in keeping with the spirit and principles of the most recent Ontario Public Service Regulators' Code of Practice.
- 2) The Administrative Authority shall provide its code of conduct to the Minister, as it is updated from time to time, make it available to the public, and post the code on the Administrative Authority's website.

17. Revocation or Restriction of the Administrative Authority's Administration

- 1) Without limiting the powers of the Crown under the SCSAA or otherwise, the revocation or restriction of the Administrative Authority's authority to administer the Act may result from the failure of the Administrative Authority to comply with the Act, the SCSAA, or the Agreement or may occur if the Lieutenant Governor in Council considers it advisable in the public interest to revoke or restrict the Administrative Authority's designation.
- 2) The Administrative Authority may request the Lieutenant Governor in Council to revoke or restrict its designation and in that case the Lieutenant Governor in Council shall, by regulation, revoke or restrict the designation on the terms it considers advisable in the public interest.
- 3) If the Administrative Authority fails to comply with the SCSAA, the Act, or the Agreement, the Minister shall allow the Administrative Authority the opportunity of remedying its failure within the time period that the Minister considers reasonable in the circumstances.
- 4) The Minister shall advise the Lieutenant Governor in Council whether or not the Administrative Authority has remedied its failure within the time period that the Minister specifies.
- 5) The parties shall use reasonable efforts to resolve financial and other issues

resulting from a proposed revocation or restriction that impact the Crown or the Administrative Authority, in keeping with the principle of fairness in light of the nature of the proposed revocation or restriction. If applicable, this will include consideration of issues relating to the administration of the Travel Industry Compensation Fund, which may include stakeholder input on how the Fund should be used, taking into account the source of the funds, in keeping with the Act and the enhancement and improvement of consumer protection in the travel industry.

- 6) Any agreement under subsection 17(5) that may increase, directly or indirectly, the indebtedness or contingent liabilities of the Crown will require the prior written approval of the Minister of Finance, the President of the Treasury Board or both, as applicable, in accordance with section 28 of the Financial Administration Act, and will be subject to approval by Treasury Board. The Minister shall make reasonable efforts to obtain this and any other necessary approvals.

18. Administrator

The parties recognize that the Minister has the power under section 5.1 of the SCSAA to appoint an administrator if the Minister is of the opinion that it is advisable in the public interest because at least one of the following conditions is satisfied:

- a) The appointment is necessary to prevent serious harm to public safety or to the interests of the public or consumers.
- b) An event of force majeure has occurred.
- c) The Administrative Authority is facing a risk of insolvency.
- d) The number of members of the Board is insufficient for a quorum.

19. Dispute Resolution

The parties agree to use reasonable efforts to resolve any disputes that may arise out of or in connection with this Agreement or the administration of the Act.

20. Communications and Information Sharing

- 1) Each of the parties shall designate an individual who will be the primary contact for all issues and communications related to this Agreement, the Act and the administration of the Act.
- 2) The parties shall develop procedures for the sharing of information and the resolution of issues that may arise during the course of the Administrative Authority's administration of the Act. Upon approval by the Minister, such

procedures shall be attached to the Agreement as Schedule "B".

21. Reviews and Audits

- 1) The Administrative Authority acknowledges that pursuant to section 13.4 of the SCSAA, the Minister may require that:
 - a) policy, legislative or regulatory reviews related to the Act or this Agreement be carried out.
 - b) reviews of the Administrative Authority, its operations, or both, including performance, governance, accountability and financial reviews, be carried out.
- 2) If the Minister requires the Administrative Authority or a person on behalf of the Administrative Authority to carry out a review mentioned in subsection 21(1), the Administrative Authority shall share the results of any reviews with the Minister.
- 3) If the Minister specifies another person or entity to carry out a review mentioned in subsection 21 (1), the Minister shall ensure that the person or entity consults with the Administrative Authority as appropriate during any such review.
- 4) Pursuant to section 12.4 of the SCSAA, the Auditor General appointed under the Auditor General Act may conduct an audit of the Administrative Authority other than an audit required under the Not-for-Profit Corporations Act, 2010.
- 5) Upon the Auditor General conducting an audit under the SCSAA, the Administrative Authority shall provide the Auditor General and its employees access to all records and any information required to conduct the audit, as may be requested by the Auditor General.
- 6) The Administrative Authority shall forthwith notify the Minister upon receiving notice from the Auditor General of an audit conducted on the Administrative Authority.
- 7) The Administrative Authority shall cooperate in any review or audit required by the Minister or the Auditor General.

22. Severability of Provisions

The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

23. Assignment

Neither the Administrative Authority nor the Minister shall assign this Agreement in

whole or in part without the express written consent of the other.

24. Waiver

If a party fails to comply with any term of the Agreement, that party may only rely on a waiver of the other party if the other party has provided a written waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

25. Independent Parties

The Administrative Authority is not an agent, joint venture, partner or employee of the Crown, and the Administrative Authority shall not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

26. Jurisdiction

This Agreement shall be governed by the laws of the Province of Ontario and applicable laws of Canada.

27. Conflict

In the event of a conflict between the provisions of this Agreement and the SCSAA, the Act, or a Minister's order made under the SCSAA, the SCSAA, the Act or the Minister's order as the case may be, prevails.

28. Amendment and Review of Agreement

- 1) Subject to subsection 4(4) of the SCSAA, the terms of this Agreement may only be added to, deleted, varied or amended with the consent of both parties. Such amendments shall be in writing, dated, and signed by both parties and attached to this Agreement.
- 2) The parties shall amend this Agreement as required to accommodate any changes to the SCSAA or the Act.
- 3) Pursuant to subsection 4(4) of the SCSAA, prior to any Minister's amendments to this Agreement, the Minister shall give such notice to the Administrative Authority as the Minister considers reasonable in the circumstances. The Minister shall provide the Administrative Authority with a time period that the Minister considers reasonable for the Administrative Authority to comply with the amendments.
- 4) Upon a change in the Minister or Chair of the Board, the new Minister or new Chair, as the case may be, must, within six months of the change, send a

letter to the other party affirming their awareness of the Agreement in order to facilitate compliance with the requirements of the Agreement.

- 5) The parties shall conduct a review of this Agreement within five (5) years of execution to ensure it is current. Despite the foregoing, either party may initiate a review of the Agreement when advisable in the public interest upon giving notice in writing to the other.

29. Public Document

The parties agree that this Agreement shall be made available to the public by either party upon request to that party by any member of the public. The Administrative Authority shall post this Agreement on its website within thirty (30) days of the effective date of this Agreement and thirty (30) days of execution of any amendments thereafter.

30. Entire Agreement

The Minister and the Administrative Authority agree that this Agreement, as amended from time to time in accordance with section 28 of this Agreement forms the entire Agreement between the parties and subject to Schedule “J”, supersedes any prior understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution of this Agreement.

31. Effective Date

Subject to Schedule “J”, this Agreement comes into effect on the later date of execution by the parties and will supersede and replace any prior administrative agreements made between the parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

The Travel Industry Council of Ontario

Her Majesty the Queen in right of Ontario



Michael Levinson, Chair of the Board

Minister of Government and Consumer Services

Date: April 26, 2022

Date: April 28, 2022

SCHEDULE "A" – REGULATION

THE TRAVEL INDUSTRY COUNCIL OF ONTARIO

Safety and Consumer Statutes Administration Act, 1996
Loi de 1996 sur l'application de certaines lois traitant de sécurité et de services
aux consommateurs

ONTARIO REGULATION 187/09

GENERAL

This Regulation is made in English only.

PART I **ADMINISTRATION OF VARIOUS ACTS**

Designated legislation

1. The provisions that are specified in Column 2 of the following Table and that are provisions of the Act or regulations specified opposite in Column 1 are designated as designated legislation for the purposes of subsection 3 (1) of the Act:

Column 1	Column 2
...	...
<i>Travel Industry Act, 2002</i>	all provisions except for sections 42 and 43
<i>The regulations made under the Travel Industry Act, 2002</i>	all provisions
...	...

[...]

DESIGNATED ADMINISTRATIVE AUTHORITIES

[...]

Travel Industry Act, 2002

6. For the purposes of subsection 3(2) of the Act, the Travel Industry Council of Ontario, that is incorporated under the laws of the Province of Ontario by letters patent dated April 7, 1997 and with which the Minister of Consumer and Commercial Relations has entered into an administrative agreement dated April 29, 1997 is designated as the sole administrative authority for the purpose of administering the provisions of the *Travel Industry Act, 2002* and the regulations made under that Act that are designated legislation under section 1.

[...]

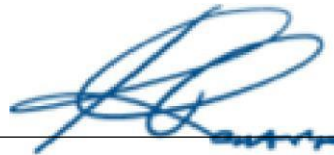
The Travel Industry Council of Ontario



Michael Levinson, Chair of the Board

Date: April 26, 2022

Her Majesty the Queen in right of Ontario



Minister of Government and Consumer Services

Date: April 28, 2022

SCHEDULE "B" – INFORMATION SHARING PROTOCOL

THE TRAVEL INDUSTRY COUNCIL OF ONTARIO

This Schedule outlines information sharing protocols recognizing that the Travel Industry Council of Ontario ("TICO") shall respond in an expeditious manner to all requests made by the Minister, including requests in respect of:

- 1) the governance of TICO;
- 2) the administration of the Act by TICO; or
- 3) the Agreement.

This Schedule outlines information sharing protocols not already specified in the Agreement or other schedules to the Agreement.

Unless specifically outlined in this Schedule, when making information requests of TICO, the Minister shall inform TICO of the timeframe in which the information is needed.

Prior to any personal information being shared, the Minister and TICO confirm how it will be used, that there is legal authority to share it, that any notice requirements have been addressed, as well as the method for sharing, securing and disposing of the personal information. For this purpose, "personal information" has the same meaning as in the Freedom of Information and Protection of Privacy Act.

To facilitate information sharing, TICO and the Minister will seek to achieve a "one-window" policy with TICO and the Ministry's Consumer Policy and Liaison Branch (CPLB) unless otherwise specified by the Minister, being the access points.

In addition, TICO and CPLB shall make reasonable efforts to meet quarterly to discuss current issues, needs and other matters necessary for the proper administration of this Schedule.

Description	Responsibility	
	Minister	TICO
Information requests made by the Minister to TICO	The Minister shall make reasonable efforts to share with TICO the context in which the request for information is being made.	TICO shall respond in an expeditious manner to all requests made by the Minister.
Cabinet Submissions		

Description	Responsibility	
	Minister	TICO
All Issues	CPLB will develop Cabinet submissions, as required, in cooperation with other Ministry branches.	TICO is consulted where appropriate.
Correspondence		
The Minister and TICO will work together to draft responses whenever possible, in a timely fashion, respecting that CPLB is required to respond to all correspondence within five (5) business days.		
On all subjects directed to the Minister	<p>CPLB will:</p> <ul style="list-style-type: none"> • action to TICO; or • draft a reply indicating referral to TICO for direct response; or • draft a reply. 	<p>TICO will:</p> <ul style="list-style-type: none"> • respond directly under TICO's signature and copy CPLB as appropriate, or • supply CPLB with information required for the Minister to reply.
Briefing Notes		
For Minister meetings with TICO's stakeholders	CPLB will coordinate preparation of meeting materials and make reasonable efforts to notify TICO of any such meetings and discuss with TICO.	TICO will provide CPLB with relevant information on stakeholders/issues.
For TICO's meetings with Minister stakeholders (e.g. other ministries or agencies)		TICO will make reasonable efforts to notify CPLB of the meeting, discuss outcomes with CPLB, and provide a briefing note upon request.
Issue Notes		


Description	Responsibility	
	Minister	TICO
The Minister and TICO will work together to issue responses in a timely fashion respecting the requirement for the CPLB to respond to all requests for issue notes within specific timeframes (i.e. short notice or outside of regular business hours).		
On any subject (designed for use in the Legislature)	CPLB will prepare the issue note and provide it to the Ministry's Communications Branch. Requests for information made to TICO to develop the issue note will be accompanied by a timeline for response.	TICO will provide information to CPLB within timeframe specified.
Issues Management		
Emergencies, accidents and fatalities	When the Minister is informed by TICO or through media reports, CPLB will provide the Ministry's Communications Branch with key information as quickly as possible and monitor for updates.	TICO will inform CPLB and provide relevant details, key messages and response strategy.
Other possible contentious issues (e.g. stakeholder grievances/ concerns, etc.)	CPLB will inform the Ministry's Communications Branch.	TICO will inform CPLB and provide relevant details, key messages and response strategy.
Media Relations		

Description	Responsibility	
	Minister	TICO
Requests made to the Minister for interviews and background material on TICO operational issues	Ministry's Communications Branch will notify CPLB, who will then, as appropriate, refer the request to TICO or obtain the required information from TICO.	TICO will provide the required information or, if requested by the Minister, respond directly and advise CPLB of the outcome from the media engagement.
Media releases issued by TICO	CPLB will share a copy of TICO's media release with the Ministry's Communications Branch for information and review.	TICO will prepare and share a copy of its media release with CPLB at its earliest opportunity and before the release is issued to media. TICO will request the Ministry's review if required under its agreed upon media protocol with the Ministry.
Speeches/Speaking Notes		
All Minister speeches/speaking notes (any topic)	Ministry's Communications Branch will prepare, and CPLB will advise TICO.	TICO will supply CPLB with information.
Performance Measures		
Metrics and performance measure results	CPLB may request metrics and performance measure results from TICO from time to time.	TICO will supply CPLB with metrics and performance measure results, as available, at the time of request or when TICO determines there is a risk that it will not achieve its target performance measure.

Description	Responsibility	
	Minister	TICO
Marketing / Public Relations Events		
Collaboration on Marketing / Public Relations Events	<p>CPLB and the Ministry's Communications Branch will work collaboratively with TICO to:</p> <ul style="list-style-type: none"> • plan and develop joint marketing and public relations events between the Minister and TICO; and • obtain information on TICO specific events and, industry events to be attended by TICO, communications research and best practices. <p>CPLB will be the lead in contacting TICO about communications activities, respecting the one-window approach. However, the Communications Branch may follow up directly with TICO while keeping CPLB fully informed of discussions and planned activities.</p>	<p>TICO will work collaboratively with CPLB and the Ministry's Communications Branch to:</p> <ul style="list-style-type: none"> • plan and develop joint marketing and public relations events between TICO and the Minister; and • provide information on TICO specific events and, industry events to be attended by TICO, communications research and best practices. <p>TICO will initially contact CPLB about communications activities, respecting the one-window approach. However, TICO may subsequently follow up directly with the Ministry's Communications Branch, while keeping CPLB fully informed of discussions and planned activities.</p>
Other		
Information concerning Board member competencies	CPLB will make requests to TICO for information as and when required.	TICO shall provide to CPLB at least once annually, and as requested, the Board's skills profile.

Description	Responsibility	
	Minister	TICO
Information concerning communications campaigns/activities undertaken by TICO	CPLB will make requests to TICO for information regarding planned communications campaigns/activities, including public education campaigns.	TICO will provide information on key communication activities to CPLB on a quarterly basis and on request.

The Travel Industry Council of Ontario



Michael Levinson, Chair of the Board

Date: April 26, 2022

Her Majesty the Queen in right of Ontario



Minister of Government and Consumer Services

Date: April 28, 2022

SCHEDULE “C” – COMPETENCY AND SELECTION CRITERIA FOR MEMBERS OF THE BOARD OF DIRECTORS

THE TRAVEL INDUSTRY COUNCIL OF ONTARIO

All Board members shall meet the following competency criteria.

As a basic prerequisite, each Board member shall be an individual who:

- is not less than 18 years of age,
- has the power under law to contract,
- has not been found by a court in Canada or elsewhere to be incapable, including incapable of managing property, and
- does not have the status of bankrupt.

Each Board member shall possess general competencies and interpersonal skills for effective participation as a contributing Board member (such as collaboration, completing tasks in a timely manner, building consensus, etc.).

Each Board member shall possess a positive orientation for proactive consumer protection initiatives.

Each Board member brings unique skills and experience to the Board. In selecting new Board members, attention shall be given to ensuring that the collective mix of skills and experience supports the Board’s ability to add strategic value to TICO. In addition, reasonable efforts shall be made to reflect a variety of perspectives including consumer protection and public interest perspectives as well as the diversity of Ontario, including gender, geographic distribution and ethnicity.

Collective Board Skills and Experience

The Board recognizes the importance of having a diversity of backgrounds from both within and outside the travel sector.

Collectively, Board members shall:

- provide strong participation that strives for excellence and supports consensus-building;
- be strategic thinkers who take a governance-focused approach to Board responsibilities; and
- demonstrate a willingness to proactively support TICO’s mandate, mission, vision and values.

The Minister-appointed Board members may include representatives of consumer groups, business, government organizations or representatives of other interests as the Minister determines.

Skills and Experience

Consideration of existing Board strengths and identification of any gaps should be used to recruit new Board members who complement the existing Board members' knowledge and experience, with a goal of addressing the following skills, knowledge, and experience across the full Board as much as possible:

<u>COMPETENCY</u>	<u>DEFINITION</u>
Industry Knowledge and Experience	<ul style="list-style-type: none"> • The member has experience with or can demonstrate knowledge of the travel industry. • This may include an understanding of trends, challenges and opportunities, or unique dynamics within the sector that are relevant to TICO.
Consumer Knowledge and Experience	<ul style="list-style-type: none"> • The member has knowledge of and/or experience with consumer protection frameworks and is dedicated to promoting and protecting the interests of consumers. • The member has an understanding of behavioural science and the drivers behind human behaviour and decision-making. • Insights into how humans behave in a diverse society can assist the organization in making informed decisions that protect the public, promote industry compliance, and inform more effective and representative policy to enhance consumer protection initiatives.
Government Knowledge and Experience	<ul style="list-style-type: none"> • The member understands government structure, mechanics, and decision-making processes and/or has experience with or knowledge of the delegated administrative authority model. • The member understands the strategic priorities of government and the relationship between those priorities and the work of TICO. • The member has knowledge of the political environment and public policy, including how to promote effective government relations.

<u>COMPETENCY</u>	<u>DEFINITION</u>
Governance Knowledge and Experience	<ul style="list-style-type: none"> • The member has experience with, or can demonstrate knowledge or expertise in, governance matters. • The member has a clear understanding of director responsibilities and duties, and the distinction between the role of the board versus the role of management. • The individual demonstrates required corporate governance skills, can identify conflicts, and can engage in discussions on managing conflicts of interest. • Governance experience could be acquired through prior board or committee service, reporting to or working with a board as an employee, or through an accredited organization (e.g., ICD).
Financial Literacy	<ul style="list-style-type: none"> • The member can comprehend TICO's internal and external financial statements, and the financial reporting requirements for registrants. • The member understands generally accepted accounting principles (GAAP), has knowledge and/or equivalent experience with financial planning, budgets, and analysis, including an underlying appreciation for financial KPI's, risk management and investment portfolio concepts. • The member understands internal controls and general controls within an IT environment.
Legal Experience	<ul style="list-style-type: none"> • The member has experience in law and compliance and/or experience providing legal/regulatory advice and guidance within a regulatory organization.
Business Strategy and Change Management	<ul style="list-style-type: none"> • The member can generate and apply strategic thinking in the oversight of TICO and its mandate. • The member has the ability to support, promote, and ensure alignment with the organization's vision, mission, and values, including diversity. • The member recognizes how an organization must evolve considering internal and external trends and influences. • The member is a change leader and can provide strategic oversight to management in the planning and implementing of organizational transformation to improve organizational performance.
Risk Management Knowledge and Experience	<ul style="list-style-type: none"> • The member has knowledge and experience in enterprise risk management with a practical understanding of operational, environmental, and reputational risks. • The member appreciates the Board's role in the oversight of risk management principles and practices in the context of good corporate governance.

<u>COMPETENCY</u>	<u>DEFINITION</u>
Technology Knowledge and Experience	<ul style="list-style-type: none"> • The member has information technology experience, with knowledge of current and emerging technologies, current risk, and regulatory requirements as they would specifically apply to TICO’s strategic, regulatory, and operating environment, including information security risk. • The member has experience and knowledge in leading or significantly influencing technology infrastructure and/or applications with a solid understanding of emerging technologies, including social networking, artificial intelligence, blockchain, cloud and data analytics.
Communications	<ul style="list-style-type: none"> • The member can interact effectively with fellow board members, management, and stakeholders. • This includes both listening effectively and articulating ideas in a clear, concise manner with self-awareness, discretion, and diplomacy. • The member is able to engage in robust discussion and to ask tough questions while respecting a diversity of opinions with a view to reaching consensus and making informed decisions in the best interests of TICO. • The member is comfortable using online communications technology (e.g., email, online meetings, conference calls, web portal, etc.).
Human Resources and Organizational Behaviour Knowledge and Experience	<ul style="list-style-type: none"> • The member has experience with human resource issues in a corporate environment with relevant knowledge of regulatory requirements, performance management, leadership, diversity, development/talent management, employee engagement, succession planning and compensation decision-making, including ensuring alignment between compensation plans and corporate strategy. • The member understands internal culture and how culture may facilitate or hinder productivity in the achievement of organizational goals.
Marketing / Public Relations Knowledge and Experience	<ul style="list-style-type: none"> • The member has experience with, or can demonstrate knowledge or expertise in, communications, public relations or interacting with the media. • This may include knowledge of effective advocacy and public engagement strategies, developing key messages, crisis communications, or social media and viral marketing.

The Travel Industry Council of Ontario

**His Majesty the King in right of
Ontario**



Michael Levinson, Chair of the Board

Minister of Public and Business Service
Delivery and Procurement

Date: June 13, 2024

Date: June 14, 2024

SCHEDULE “D” – CODE OF CONDUCT FOR DIRECTORS

THE TRAVEL INDUSTRY COUNCIL OF ONTARIO

GOVERNANCE

The Board governs as a single body and not as a collection of individuals. While directors bring different perspectives to the Board and bring forward the views of the various constituencies that they represent, ultimately directors shall act in the best interest of TICO as a whole and make decisions in accordance with TICO’s mandate, its mission, vision and values, any applicable legislation, the Agreement, TICO’s By-laws and Board policies. Decisions made by the Board shall be collective decisions. Each director has a duty to participate and contribute to the best of their ability in exercising their responsibilities on behalf of TICO. In recognition of their accountability to the public, directors shall:

- maintain independence and objectivity;
- conduct themselves with a sense of fairness, ethics and personal integrity;
- act honestly and in good faith with a view to the best interests of TICO;
- take into account the interests of stakeholders when making decisions in the best interests of TICO and setting the strategic direction of the organization;
- exercise due care and diligence;
- oversee the management and conduct of the affairs of TICO;
- be knowledgeable concerning all material issues affecting the affairs of TICO;
- only exercise authority as a director at a meeting of the Board or its Committees or as specifically delegated by the Board.

CONFLICT OF INTEREST

A director of TICO must act scrupulously to avoid actual and perceived conflicts of interest. Conflicts may arise where a director’s personal, professional or business interest conflicts with his or her responsibilities as a director of TICO.

A conflict of interest is defined as any situation where the director’s personal interests or those of an “associated person”, which includes a close friend, family member, business associate, corporation or partnership in which the director holds a significant interest, or

a person to whom the director owes an obligation, could influence the director's decisions and impair his/her ability to act in the best interests of TICO or to represent TICO fairly, impartially and without bias.

A conflict of interest may be actual or perceived and may exist whether or not a monetary advantage has been or may have been conferred upon the individual. An actual conflict of interest arises when the director or an "associated person" derives a personal or business benefit as a result of the director's position. A perceived conflict of interest arises when there is a perception that the director or an "associated person" could derive a benefit from his/her position.

If a director believes that a conflict of interest may exist, the director must immediately disclose the conflict and the nature of the conflict to the Chair of the Board or the Board. The disclosure can be made in writing or as minuted at a Board of Directors meeting. It is important to make the disclosure when the conflict first becomes known. If a director does not become aware of the conflict until after a matter is concluded, the director must nevertheless make the disclosure immediately.

A director should be sensitive to situations where it may be perceived that a conflict of interest could exist and bring any potential conflicts of interest to the Board's attention. Perceived conflicts may be difficult to recognize and involves assessing what a member of the public could perceive, based on the facts that are likely to be available to the public. Members of the public do not always have the necessary information to determine whether or not an actual conflict or potential conflict exists. If a director is unsure of whether he or she has a conflict of interest on an issue he or she may wish, at his or her own expense, to obtain independent legal advice on the matter. Ultimately, the Board shall make the determination as to whether or not a conflict of interest exists.

Following the disclosure by a director of a conflict or a potential conflict, the Board shall follow the following steps:

1. The Board may request that the director leave the room while the Board discusses whether there is a conflict and what course of action to take. If requested to leave during the discussion, the director shall leave the meeting.
2. The Board will consider the facts of the situation and determine whether there is a conflict. If necessary, the Board may seek further information or legal advice on the issue.
3. Until the Board has determined the matter, the director shall not be involved in any Board discussion on the issue giving rise to the conflict and the director with the declared conflict must abstain from any vote of the directors on the issue.

4. If no conflict of interest is found to exist, the director, if asked to leave, will be asked to rejoin the meeting and the meeting may continue as scheduled. No further action is required.

5. If a conflict or perceived conflict is found to exist, the Board will consider the severity of the conflict and determine whether the director should be allowed to participate in discussions and votes on the issue giving rise to the conflict or related matters. The Board may also make recommendations regarding steps the individual should take to resolve the conflict or to remove the suspicion that the conflict exists. Such recommendations could include asking the director to disengage from some outside interest or to agree to publicize a potential conflict so that an actual one may be avoided. If the disclosure of the conflict occurred after the matter is concluded, the Board will have to determine if any action is necessary depending on the circumstances involved. In very serious matters, the Board shall consider whether the director should resign from the Board entirely.

6. The director shall take the steps recommended by the Board to resolve the conflict or to remove the suspicion that it exists or resign from the Board.

The deliberate failure of a director to advise the Board of a conflict of interest could result in the removal of the director or other consequences as appropriate.

GIFTS AND HOSPITALITY

Directors shall not directly or indirectly offer or accept cash payments, gifts, gratuities, privileges or other personal rewards, which are intended to influence the activities or affairs of TICO. Directors may, however, give or receive modest gifts or hospitality as a matter of general and accepted business practice, provided the foregoing does not include cash or other negotiable instruments and provided further proper accounting of any such expenses is made.

CONFIDENTIALITY AND COMMUNICATION

In the course of their duties, directors may acquire information, which should be held confidential. Section 35(1) of the Act provides that every person employed in the administration of the Act shall preserve secrecy in respect of all matters that come to the person's knowledge in the course of the person's duties. No directors shall disclose any confidential information either during or after their tenure as a director unless such confidential information becomes public knowledge or unless the disclosure is permitted under the Act.

The Chair, Vice-Chair, Statutory Director, CEO, Registrar, and Deputy Registrar are the communications representatives for TICO. The Board will decide at each Board meeting what information can be conveyed to stakeholders through a media statement. In general, information discussed at Board meetings is confidential unless

added to the media statement.

The following list, which is not exhaustive, provides some examples of what matters directors should hold confidential and what matters may be publicly discussed:

1. Claims

Not confidential

- Name of agent or wholesaler who has closed and caused claims
- Number of claims received following closure of agent or wholesaler
- Amount of potential liability of the Travel Industry Compensation Fund
- Number of claims paid following closure
- Total amount paid following closure
- Details of closure, which do not include confidential financial or other information about the agent or wholesaler
- Amount and method of recoveries after recovery made
- Number of Licence Appeal Tribunal (LAT) appeals
- Names of appellants
- Amount appealed/reason
- Result of LAT appeals
- Where applicable, the fact that the Regulatory and Business Strategy Committee has conducted or will conduct, as the case may be, a review of the regulatory action taken in the case of a closure resulting in significant claims on the Fund.

Confidential

- Names of claimants
- Details of individual claims
- Financial information concerning failed agent or wholesaler
- Negotiations with parties pursuant to recovery

- Confidential agreements

2. Inspection Function

Not confidential

- Cost of carrying out inspection function
- Names of employees involved in inspection function

Confidential

- Any other details involving inspection function

3. Financial Information about Fund

Not confidential

- Number and amount of claims approved at each Board meeting
- Amount of funds on hand or borrowings after each Board meeting when the Board has been advised of the amount

4. Human Resources

Not confidential

- names, responsibilities and contact information for all TICO staff

Confidential

- salaries and all other human resources related issues

As stated above, the list provides some examples of what is considered confidential. The list is not exhaustive. Judgment should be exercised by individual directors as circumstances warrant and if a director is unsure about whether or not an item is confidential, he or she should ask the Board.

NOTICE TO THE BOARD

When a director has a substantive disagreement with a TICO corporate policy, the director shall ensure that the matter is discussed at the Board. Matters of disagreement are not to be raised with the Minister or other members of the public not otherwise involved in the matter prior to raising the matter with the TICO Board.

COMMUNICATION WITH MANAGEMENT

Directors shall direct requests of TICO management to the CEO, other than matters related to the regulation of their direct business interests or when seeking information only.

RESIGNATIONS

When a director is in a situation where his or her continued presence on the Board would cause embarrassment to TICO or would undermine the confidence of TICO's stakeholders, such director shall (i) immediately resign or (ii) ask the Board to determine the matter and then resign if there is a determination not in the director's favour or (iii) resign where the Board makes a determination not in the director's favour after the Board raises the matter itself.

If the Board has made a determination not in the director's favour, the director is no longer in good standing under s. 3.08 (b) of the By-Laws. If the individual involved is a Ministerial appointee, TICO will inform the Minister of the Board's concerns and the Minister will determine how to address the situation.

The Board can determine what matters of embarrassment are or matters tending to undermine confidence, which may include, by way of example, charges under the Criminal Code or other matters, which in the opinion of the Board could bring TICO's reputation into disrepute with its stakeholders.

ANNUAL CODE REVIEW AND AFFIRMATION OF THE CODE

The Governance and Nominations Committee is responsible for an annual review of this Code of Conduct and may recommend changes to enhance its effectiveness. Any amendments to the Code are subject to approval by the Minister pursuant to s. 7.2(2) of this Agreement.

After the Governance and Nominations Committee has reviewed the Code each year, the Code is reviewed with the Board and all directors sign an affirmation that they have read, understood and agree to comply with the Code.

REQUESTS FOR CLARIFICATION

Requests for clarification of the Code of Conduct should be directed to the Chair of the Board.

The Travel Industry Council of Ontario



Michael Levinson, Chair of the Board

Date: June 13, 2024

**His Majesty the King in right of
Ontario**



Minister of Public and Business Service
Delivery and Procurement

Date: June 14, 2024

SCHEDULE “E” – CORPORATE PLANNING AND REPORTING

THE TRAVEL INDUSTRY COUNCIL OF ONTARIO

The corporate planning and reporting documents of the Travel Industry Council of Ontario (“TICO”) are essential communications vehicles for demonstrating responsible stewardship of regulatory authority in the achievement of consumer protection. As such, TICO will strive to continuously improve and strengthen linkages between strategic planning, business planning and reporting.

Recognizing that corporate planning and reporting documents have a broad audience that includes government, sector stakeholders and the public, TICO will use plain language so that the objectives and performance of TICO are clear and easy for the average reader to understand.

The corporate planning and reporting documents should easily allow for comparisons between them. For example, the strategic objectives, commitments and activities in the business plan should be aligned with the outcomes contained in the annual report.

TICO’s corporate planning and reporting documents will support the accountability framework as laid out in the Agreement and the SCSAA.

In addition to the requirements specified directly in the Agreement, TICO’s corporate planning and reporting documents shall include, at a minimum, the following:

1. BUSINESS PLAN

TICO will draft a business plan annually that identifies a coordinated set of activities to achieve TICO’s strategic objectives for the next three-year period. The business plan will state the specific activities that will be undertaken in the fiscal year, as well as identify resources to achieve TICO’s strategic objectives and successfully deliver its services. The business plan shall include, at a minimum, the following:

1.1 Corporate Overview

A general overview of TICO, including its mandate, mission, vision and values. It will also describe TICO’s structure, services, regulated sector and include a description of the nature of the relationships between TICO and the government and the Minister.

1.2 Business Planning Overview

An explanation of the connections between strategic planning, the business plan and the annual report.

1.3 Objectives, Activities and Performance Measures

Details on the performance measures that link TICO's objectives to the statistical outcomes that will be reported in the annual report, including, at a minimum, the following:

- (a) **Strategic Objectives** (priority outcomes that TICO proposes to achieve to successfully administer the Act, including those aimed at enhancing protections for consumers and the professionalism of licensees):
 - **Core strategic objectives** relate to TICO's Statutory Mandate, focus on consumer protection objectives, and address high priority risks;
 - **Supporting strategic objectives** relate to other aspects of operations such as governance, financial objectives, communication, risk management or stakeholder relations;
 - Should TICO's objectives change at any point during a given year, TICO will notify the Minister prior to the start of the next fiscal year.
- (b) **Strategies** (the initiatives and approaches that will be employed to undertake activities in order to achieve objectives);
- (c) **Outcome measures** (details about how outcomes for the planning period will be measured or assessed);
- (d) **Outcome targets** (annual targets for the outcome measures):
 - Outcome measures and targets should enable year-to-year comparisons demonstrating TICO's:
 - Effectiveness (primarily related to core strategic objectives),
 - Efficiency (could be related to supporting strategic objectives, including things such as overhead costs, administration to program delivery ratios), and
 - Performance based on customer and stakeholder satisfaction.
 - Where a year-to-year comparison is not possible because of a change in performance measures, TICO shall provide a rationale regarding the

change, and sufficient information to enable a comparison.

(e) **Activities** (planned annual actions that will support the execution of the strategies to achieve the objectives):

- The activities in the business plan usually reflect core strategic objectives;
- The business plan may also include activities that reflect supporting strategic objectives;
- The business plan must include descriptions of TICO's means to:
 - manage and resolve complaints;
 - provide French language services to the public; and
 - undertake activities to ensure that the goods, services and facilities are accessible in accordance with the Accessibility for Ontarians with Disabilities Act, 2005 and any other relevant accessibility activities.

(f) **Activity measures** (details about how activities will be measured or assessed to evaluate performance):

- Measures can be quantitative or qualitative.

(g) **Activity targets** (measurable activity targets set for the fiscal year).

1.4 Resources Needed to Meet Objectives

- Assess the adequacy of financial, human and other resources required by TICO to meet its objectives over the planning horizon.
- Forecast anticipated revenues (derived from regulatory and non-regulatory business, if applicable) and planned expenditures for the next three-year period.

2. ANNUAL REPORT

TICO's annual report is the primary mechanism for reporting results for the previous year. The annual report shall include, at a minimum, the following:

2.1 Organizational Overview

This section of the annual report shall set out:

- Introduction
- Mandate, mission, vision and values
- Overview of the organization
- Message from the Chair
- Message from the CEO/Registrar

2.2 Report on Performance

TICO shall report results for each performance measure as set out in the business plan. If the target has not been met, TICO shall explain why achievement was not possible in that fiscal year.

(a) Performance Statistics:

When possible, statistical reports should be in chart form to facilitate comparisons over time. TICO may include any statistics it considers relevant to its administration of the Act in this section. Performance statistics reported should, at a minimum, include:

- The activities completed over the prior year which reflect the activity measures in the business plan;
- The outcome results achieved in the previous year, which reflect performance against outcome measures and targets established in the business plan, in these areas:
 - Compliance and enforcement, such as registration, complaint resolution, inspections, investigations, prosecutions;
 - Efficiency, such as turn-around times for registration, complaints, inspections, discipline; and
 - Education and awareness initiatives, and handling of complaints;

(b) Review of Legislation, By-Law and Policy Changes:

Outline any changes made to the Act and regulations, TICO by-laws or policies during the fiscal year.

(c) French Language Services:

Report on the provision of French language services pursuant to subsection 5.2 (16) of this Agreement and section 13.8 of the SCSAA, including how those services were provided, the total number of inquiries that were received in French during the reporting period, and any other statistics that TICO considers relevant.

(d) Complaint Handling Process and Outcomes:

Review of the complaint handling and dispute resolution processes provided by TICO including outcomes, appeal procedures and information to the public on how to register complaints against registrants and against TICO.

(e) Accessible Goods, Services, or Facilities:

Report on the provision of accessible goods, services or facilities pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, including how those goods, services or facilities were provided, the total number of inquiries that were received for accessible goods, services or facilities during the reporting period, and any other statistics that TICO considers relevant.

2.3 Corporate Governance

This section shall provide a summary of how TICO is governed by providing, at a minimum, the following information, which may alternatively be posted on its web site:

- Role of the Board
- Election/appointment process of the Board
- Basic qualifications of the Board
- Committees of the Board
- Code of Conduct for Directors
- Board of Directors (including biographies)
- Directors' terms of election/appointment
- Officers (including biographies)
- Organization chart
- TICO contact information and address

2.4 Financial Statements and Notes

The annual report shall include the audited financial statements, including any notes.

2.5 Management Discussion and Analysis

This section shall provide a discussion and analysis intended to assist with an understanding of the material financial changes in TICO's operations over the past fiscal year, to be read along with the financial statements and accompanying notes. This discussion shall include a breakdown of regulatory and non-regulatory business, if applicable.

3. RISK MANAGEMENT FRAMEWORK AND RISK MANAGEMENT PLAN

Utilizing a risk-based approach to mandate fulfillment and service delivery, TICO will conduct a risk assessment to identify, assess and mitigate risks and develop a risk management plan that will include:

- (a) TICO's objectives;
- (b) Risks to the achievement of those objectives
- (c) Risk mitigation strategies;
- (d) Maintenance of a system of internal controls to minimize risk; and
- (e) Documentation of policies and procedures to manage risk.

In order to facilitate informed and coordinated responses to any issues that emerge, twice annually the Travel Industry Council of Ontario will provide the Minister with reports on high and medium risks with corresponding mitigation strategies.

A summary of the risk management plan including a summary of key information that conveys how TICO will ensure continuous delivery of critical business services in the event of an emergency (e.g. expansion of digital service delivery), shall be provided to the Minister annually for review at the same time as, or as a component of, TICO's annual business plan. The occurrence of any risk(s) that required the use of any mitigations can be reported through the Annual Report.

4. ANNUAL BURDEN REDUCTION PLAN

Upon request from the Minister (or Ministry), TICO must provide a burden reduction plan that identifies opportunities that TICO could implement to respond to the government's commitment to cut red tape and reduce regulatory burden in Ontario. These opportunities could include legislative and regulatory proposals but should also consider how TICO can operate more effectively and efficiently and provide improved or increased digital services to their regulated sectors and consumers.

The Travel Industry Council of Ontario



Michael Levinson, Chair of the Board

Date: April 26, 2022

**Her Majesty the Queen in right of
Ontario**



Minister of Government and Consumer
Services

Date: April 28, 2022

SCHEDULE “F” – FEE SETTING PROCESS AND CRITERIA

THE TRAVEL INDUSTRY COUNCIL OF ONTARIO

Application

This Schedule applies exclusively to:

- fees, costs or other charges set by the Travel Industry Council of Ontario (“TICO”) in accordance with clause 12(1)(b) of the SCSAA; and
- payments to the Travel Industry Compensation Fund (the “Fund”) set by TICO in accordance with clause 12(1)(c) of the SCSAA;

all of which are referred to as “fees” throughout this Schedule. This Schedule does not apply to administrative monetary penalties or any fines imposed by a discipline or appeals committee.

Objectives

In setting fees, TICO has the following objectives:

- To comply with clause 12(1)(b) of the SCSAA to set and collect fees relating to the administration of the Act;
- To ensure the development of fees that are consistent with TICO’s operating principles and obligations under the SCSAA, the Act and this Agreement, including the obligation to ensure that TICO has adequate resources to comply with the Agreement, the SCSAA and the Act;
- To achieve full recovery of all delivery costs, consistent with the ongoing viability of TICO as a not-for-profit corporation and at the same time provide service delivery value for stakeholders;
- To ensure that the payments made by registrants into the Fund remain adequate for the operation and management of the Fund;
- To ensure that the Board considers the impact of a new fee or a fee change on consumers; and
- To ensure that, in the case of new fees or fee changes greater than of the cost of inflation, stakeholders have the opportunity to provide input into the fee setting process.

No new fee, or fee change, shall come into effect unless it has been approved by the Board and the relevant steps outlined in this Schedule have been completed. The Minister may waive the process, steps in the process, or the required notice timeframes

if the Board provides evidence satisfactory to the Minister that the requirement to undertake any or all of these steps would result in TICO not having the resources needed to comply with the Agreement, the Act and the SCSAA.

Process for fee change reduction

Where the Board has approved a fee change that would temporarily or permanently reduce the amount of, or eliminate, a fee, TICO shall provide the Minister with at least 30 days advance written notice of the proposed fee change, following which at least 60 days written notice shall be provided to registrants. In this circumstance, the Fee Review Analysis including the Consultation and Criteria described below is not required. However, in the notice to the Minister, TICO must provide an effective date for the reduced or eliminated fee, the timeframe over which the change would be in effect, and a summary of TICO's forecasted revenue and expenditures during this effective period to ensure that the reduced revenue does not adversely impact its operations and financial sustainability.

Process for fee changes no greater than the cost of inflation

Where the Board has approved a fee increase that is no greater than the cost of inflation, TICO shall provide the Minister with at least 30 days advance written notice of the proposed fee change, following which at least 60 days written notice shall be provided to registrants. In this circumstance, the Fee Review Analysis including the Consultation and Criteria described below is not required.

The written notice to the Minister shall include:

- a list of the fees to which the increase no greater than the cost of inflation applies;
- a rationale for the fee increase based on TICO's historical, actual and projected revenues and expenses;
- an explanation of how it was determined that the increase is no greater than the cost of inflation, including a description of any inflation rate(s) and any calculations used in that determination; and,
- the date on which the fee increase is anticipated to take effect.

Process for new fees or fee changes greater than the cost of inflation

Every proposal to establish a new fee, or a fee increase greater than the cost of inflation, shall be subject to a Fee Review Analysis and consultation conducted by TICO in accordance with the Fee Review Analysis, Consultation and Notice, and Criteria sections set out below.

Fee Review Analysis

TICO shall prepare a Fee Review Analysis that shall be in the form of a business case consisting of a written analysis for the new fee or fee increase greater than the cost of inflation that shall include:

- a scan of trends that may be occurring in the regulated sector or otherwise that could impact TICO;
- estimated costs for new, existing or expanded programs as outlined in TICO's business plan;
- estimated costs associated with implementing new or amended legislation;
- a rationale based on TICO's historical, actual and projected revenues and expenses as well as impact on standards of service;
- a summary of stakeholder comments solicited in accordance with the Consultation and Notice process set out below; and
- a statement of compliance with the Criteria set out below.

If the fee change is to include an increase greater than the cost of inflation to payments to the Fund, the Fee Review Analysis must also include:

- an overview of the costs associated with maintenance of the Fund;
- a breakdown of claims reimbursed from the Fund over the past four years; and
- details on investments of surplus funds in the Fund.

TICO shall provide the Minister with advance written notice of the new fee or fee change proposal and shall await the earlier of receiving written acknowledgment from the Minister to proceed, or 45 days, before soliciting comments from registrants, sector stakeholder groups, or the fee proposal otherwise becoming public. The Fee Review Analysis (not including the summary of stakeholder comments) shall be submitted to the Minister at this time.

Consultation and Notice

TICO shall solicit comments from registrants and sector stakeholder groups on the proposed new fee or fee change greater than inflation for a period of at least 30 days, in advance of the written notice described below. A summary of the comments, once received, shall be forwarded to the Minister for information within 30 days of the conclusion of the consultation period, and shall complete the Fee Review Analysis. TICO shall also provide the Minister with a copy of the draft notice, informing registrants and sector stakeholders that a new fee or fee change greater than inflation will take effect, at this time.

Following TICO's submission of the Fee Review Analysis and a summary of

consultation comments to the Ministry, concurrent written notice shall be given to the Minister, registrants, and sector stakeholder groups at least 60 days prior to the new fee or fee change greater than the cost of inflation taking effect.

Criteria

In developing a proposed new fee or fee change greater than the cost of inflation, TICO shall give appropriate consideration to TICO's business plan and to the potential impact of the fee or fee change on consumers and registrants. In addition, the following criteria shall be considered and addressed:

- Fees shall be set on a cost recovery basis and designed to cover all of TICO's costs including those which cannot be directly attributable to the payees, including complaint handling, inspection, investigation, prosecution, public awareness campaigns, website development and maintenance, governance programs, government oversight and reporting, and general administration.
- The relative fees charged for different services and registration types shall reflect:
 - the comparative costs to TICO for processing applications or providing the services;
 - the period during which a registration shall be effective; and
 - uniformity of application regardless of geographic location.
- All fees shall be payable when an application is made or when a service is requested or provided. A partial refund may be made (after deducting TICO's costs) for cancelled applications or requests for service. Notwithstanding the above, no refund shall be issued for cancellations received after an application has been processed or a service has been delivered.
- A reasonable late fee may be charged for applications, payments, filings, or other submissions that are received late. Where applicable, standard business practices shall be followed (e.g. interest charged on overdue accounts, etc.).
- In establishing or revising a fee, appropriate consideration shall be given to deterring breaches of the Act.

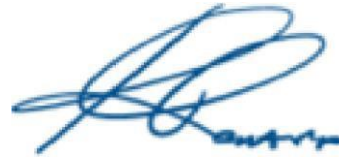
The Travel Industry Council of Ontario



Michael Levinson, Chair of the Board

Date: April 26, 2022

**Her Majesty the Queen in right of
Ontario**



Minister of Government and Consumer
Services

Date: April 28, 2022

SCHEDULE “G” – PAYMENTS

BY THE TRAVEL INDUSTRY COUNCIL OF ONTARIO

The Travel Industry Council of Ontario (“TICO”) agrees to pay an oversight fee to the Minister for each Provincial fiscal year (April 1 to March 31) unless otherwise specified by the Minister on the following terms:

1. An annual amount (“the payment”) as determined by the Minister. The purpose of the oversight fee the Minister charges to TICO is to recoup the government’s costs of the regulatory regime in its entirety. This includes the cost to government of oversight of TICO, the development of legislation and regulations administered by TICO, and advice to the Minister in the execution of his or her duties in respect of the consumer protection regulatory regime within his or her mandate. The Minister will share with TICO the detailed information regarding the calculation of the cost of regulatory oversight upon request.
2. For the 2019-20 to 2022-23 fiscal years, TICO agrees to pay to the Minister the following amounts:

2019/20	2020/21	2021/22	2022/23
\$198,707.00 ¹	\$0 ²	\$0 ³	\$0 ⁴

For 2023/24 and subsequent fiscal years, the Minister shall determine the payment for each year and will notify TICO at least 18 months in advance of the payment being due. If during the fiscal year, the costs of regulatory oversight as determined by the Minister exceed the payment amount, the Minister may, after reasonable notice and prior consultation with TICO, increase the payment amount accordingly.

3. The payment for each fiscal year ending March 31 will be remitted to the Minister by way of cheque payable to the Minister of Finance or an electronic funds transfer (EFT) payment within 30 days of the date of the invoice sent by the Minister each year.
4. Late payments will be subject to interest charged at the interest rate for unpaid debts to the Crown as fixed from time to time by the Lieutenant Governor in Council

¹ This amount was paid in full.

² The Minister agreed to waive the oversight fee for the fiscal year 2020-21.

³ The Minister agreed to waive the oversight fee for the fiscal year 2021-22.

⁴ The Minister agreed to waive the oversight fee for the fiscal year 2022-23.

in accordance with subsection 10(4) of the *Financial Administration Act*.

The Travel Industry Council of Ontario

**Her Majesty the Queen in right of
Ontario**



Michael Levinson, Chair of the Board

Minister of Government and Consumer
Services

Date: April 26, 2022

Date: April 28, 2022

SCHEDULE “H” – ACCESS AND PRIVACY CODE

THE TRAVEL INDUSTRY COUNCIL OF ONTARIO

1. Overview:

- 1.1 The Travel Industry Council of Ontario (TICO) is the organization mandated by the Ontario Government to administer the Act, which governs travel retailers and travel wholesalers registered in Ontario. TICO’s mission is to regulate consumer protection by promoting awareness, education, and compliance as part of the efficient and effective regulation of Ontario’s travel industry.
- 1.2 The Agreement between the Minister and TICO contains the terms of the delegation to TICO of the administration of the Act. Subsection 11(3) of the Agreement requires that TICO have an Access and Privacy Code addressing issues of access to its records, protection of personal information, and effective procedural rights and remedies. Schedule “H” of the Agreement contains TICO’s Access and Privacy Code. The Agreement, including Schedule “H”, is posted on TICO’s website or available upon request.
- 1.3 TICO recognizes the importance of privacy and the sensitivity of personal information. Section 35 of the Act requires that those involved in the administration of the Act keep confidential the information obtained in the course of their duties.
- 1.4 TICO is committed to collecting, using, and disclosing personal information responsibly and only to the extent necessary to carry out its regulatory activities and to meet its consumer protection mandate.
- 1.5 Although the *Freedom of Information and Protection of Privacy Act* does not apply to TICO, TICO is committed to the principles of promoting transparency of, and accountability for, its regulatory activities, while also ensuring the privacy of personal information.
- 1.6 This Access and Privacy Code outlines how TICO manages personal information in its custody and control and safeguards privacy.
- 1.7 The access to information procedures in this Code do not apply to TICO’s sharing of information with the Minister or the Ministry.

2. Purpose

- 2.1 The purposes of this Code are:

- (a) to provide a right of access to information under the custody and control of TICO in accordance with the principles that,
 - (i) information should be available to the public, and
 - (ii) exemptions from the right of access should be limited and specific.
- (b) to protect the privacy of individuals with respect to personal information about themselves held by TICO and to provide those individuals with a right of access to that information.

3. Application

- 3.1 This Code applies to the records and personal information collected, used, or disclosed by TICO in the course of its statutory mandate.

4. Definitions

In this Code, the following definitions apply:

<u>Term</u>	<u>Definition</u>
<i>access</i>	means access by an individual or an organization to a record of information in the custody and control of TICO.
<i>Act</i>	means the legislation designated by the Lieutenant Governor in Council being the Travel Industry Act, 2002.
<i>Agreement</i>	means the Administrative Agreement between His Majesty the King in Right of Ontario, as represented by the Minister, and TICO, all attached schedules and any agreement or schedule in writing supplementing or amending the administrative agreement or any of its schedules.
<i>bulk data</i>	means records requested in bulk or selective form (not an individual record) that may have commercial value.
<i>control</i>	means the power or authority to decide about the use or disclosure of a record.

<u>Term</u>	<u>Definition</u>
<i>custody</i>	means the keeping, care, watch, preservation, or security of a record for a legitimate business purpose.
<i>data breach</i>	means the loss of, unauthorized disclosure of, or unauthorized access to information resulting from a breach of TICO's technological, organizational, or physical security safeguards, or from a failure to establish such safeguards.
<i>enforcement</i>	<p>means:</p> <p>(a) policing</p> <p>(b) complaints from the public, inspections, or investigations by TICO or other provincial or federal enforcement bodies that lead or could lead to proceedings in a court or tribunal</p> <p>(c) compliance with regulatory requirements, or</p> <p>(d) any conduct or proceedings referred to in (b).</p>
<i>frivolous and vexatious request</i>	<p>means any request for access to information that is:</p> <ul style="list-style-type: none"> • made without any reasonable ground; • whose purpose is not legitimate but is designed to harass or to accomplish some other objective unrelated to the process being used; • is a repeat request for the purpose of revisiting a previously addressed issue; • is made in bad faith; • is a speculative and/or indiscriminate demand for information without any reasonable grounds to identify an expected outcome.
<i>Ministry</i>	means the ministry of the Minister.

<u>Term</u>	<u>Definition</u>
<i>Minister</i>	means the Minister responsible for the administration of the Act or of the SCSAA, as the case may be, by Order in Council of the Lieutenant Governor acting for and on behalf of the Crown.
<i>personal information</i>	means any information about an identifiable individual that is recorded in any form. Personal information can relate to one's personal characteristics, for example, gender, age, income, home address or telephone number, ethnic background, family status; their health or their activities and views. Personal information is to be contrasted with business information, for example, an individual's business address and telephone number, which is not protected by privacy legislation.
<i>public information</i>	means information that is publicly available, including information that TICO has published on its website or that TICO has otherwise determined is necessary to make available to the public in accordance with its administration of the Act.
<i>record</i>	means any record or information, however recorded, in the custody and control of TICO pursuant to TICO's administration of the Act.
<i>TICO</i>	means the Travel Industry Council of Ontario.

5. Accountability

- 5.1 TICO is responsible for all records and personal information under its custody and control.
- 5.2 The CEO is accountable for administration of this Code and for all decisions to release or not release records.
- 5.3 The CEO may delegate some or all of the powers and responsibilities to a Privacy Officer or other designate.
- 5.4 The CEO has appointed Tracey McKiernan as TICO's Privacy Officer to have accountability for the administration of this Code.
- 5.5 In the temporary absence of the Privacy Officer, the CEO may delegate the role to another designate.

5.6 The contact information of the Privacy Officer is as follows:

Travel Industry Council of Ontario
55 Standish Court
Suite 460
Mississauga, Ontario
L5R 4B2
Telephone: (905) 624-6241 Ext. 223
Toll Free: 1-888-451-TICO
E-mail: tmckiernan@tico.ca

5.7 The ongoing collection, use, and management of information may be the responsibility of individuals within TICO other than the Privacy Officer.

5.8 TICO will keep information accurate and up to date based on the information provided to it. Registrants will be reminded periodically in the TICO Talk newsletter of their statutory obligation to keep information current and up to date.

5.9 Although TICO takes reasonable steps to ensure the accuracy of the information provided under this Code, it does not warrant or otherwise guarantee that the information is complete, accurate, or up to date.

6. Statutory Duty of Confidentiality

6.1 TICO is committed to openness and transparency about its regulatory activities.

6.2 TICO also has a statutory duty under Section 35(1) of the Act to maintain confidentiality over information that is obtained in the course of exercising a power or carrying out a duty related to the administration of the Act subject to exceptions.

6.3 Section 35(1) of the Act states:

35. (1) A person who obtains information in the course of exercising a power or carrying out a duty related to the administration of this Act or the regulations shall preserve secrecy with respect to the information and shall not communicate the information to any person except,
- (a) as may be required in connection with a proceeding under this Act or in connection with the administration of this Act or the regulations;
 - (b) to a ministry, department or agency of a government engaged in the administration of legislation similar to this Act or legislation that protects consumers or to any other entity to which the administration of legislation similar to this Act or legislation that protects consumers has been assigned;

- (b.1) as authorized under the *Regulatory Modernization Act, 2007*;
- (c) to a prescribed entity or organization, if the purpose of the communication is consumer protection;
- (d) to a law enforcement agency;
- (e) to his, her or its counsel; or
- (f) with the consent of the person to whom the information relates.

6.4 Where permitted under the Act, the *Safety and Consumer Statutes Administration Act, 1996*, and the Agreement, TICO will provide access to information in accordance with this Code.

6.5 Before disclosing information to third parties, TICO will take reasonable steps in accordance with this Code to ensure that the third party has measures in place to protect the personal information.

7. Access to Records:

7.1 Subject to the Act and the exemptions under the Code, every person has a right of access to a record or a part of a record in the custody and under the control of TICO containing the following information:

- (a) their own personal information;
- (b) information relating to the person's registration, renewal of registration, application for registration, or Travel Industry Compensation Fund claim;
- (c) the registration status of an individual or entity registered by TICO; and
- (d) public information.

8. Access to Records Procedure:

8.1 Step 1 – Informal Request:

TICO encourages individuals to informally request information as a first step. TICO routinely provides information to registrants on the status of their registration. TICO will need to confirm the requester's identity before providing access to information. As well, TICO routinely provides information to the public without recourse to the formal access procedure set out below. TICO makes public information available on its website and in other ways determined by the Registrar in accordance with the Act. Information that is routinely available includes annual reports, audited financial statements, consultation reports, etc.

82 Step 2 – Formal Request:

When information cannot be obtained through the informal route, a formal request may be made to TICO's Privacy Officer. The request must be in writing, addressed to the Privacy Officer and must describe the records requested. The written request shall include sufficient information to allow TICO to identify and authenticate the identity of the requester. TICO will make every effort to respond within 30 days of receipt of the request. If for some reason the Privacy Officer is not able to respond within 30 days, the Privacy Officer shall advise the person making the request and advise the individual the anticipated date a response can be expected.

When access to a record is not provided by TICO, reasons will be provided in accordance with the exemptions in the Code. TICO will also provide information on the process to request a review of the decision, if desired.

Where a person requests access to records that pertain to individuals or organizations other than the requester, this is considered a third-party request for information. Where a third-party requests access to information that includes personal information, TICO will seek the affected person's consent prior to providing access to the third party. TICO will only provide access to information that includes personal information to a third party where the affected individual consents or where access is otherwise permitted by the Act.

Before disclosing a record, TICO shall make reasonable efforts to give notice to any person to whom the information in the record relates, if it is practicable to do so.

83 Step 3 – Review of the Privacy Officer's Decision:

When the individual who requested the information is not satisfied with the response to the formal request, the requester may ask TICO's Governance and Nominations Committee to review the decision. The request for review must be in writing, addressed to TICO's Governance and Nominations Committee and must describe what the requester wants reviewed. A final decision on the formal request will be provided within 30 days of receipt of the review request if possible.

If for some reason the Governance and Nominations Committee is not able to respond within 30 days, the Committee shall advise the person making the request and advise the individual the anticipated date a response can be expected.

9. **Exemptions to Access or Disclosure of Records**

9.1 Mandatory Exemptions: TICO shall refuse to disclose records that constitute:

- (a) personal information, disclosure of which violates another individual's right to privacy, unless the affected individual consents to the disclosure; and/or
- (b) records containing commercial, proprietary, technical, or financial information about TICO or of any person or business that has supplied records to TICO with a reasonable expectation of confidence, unless access is required by law, the information is already public information, access is appropriate in litigation or regulatory proceedings, or with the consent of the individual or entity to which the information relates.

92 Discretionary Exemptions: TICO may refuse to disclose records and personal information where the disclosure:

- (a) may involve information that may reveal the substance of deliberations by TICO's Board of Directors (including its committees), TICO committees, TICO's Leadership Team or managers, including but not limited to, agendas, minutes, briefing materials, policy options and analyses, advice or recommendations to or from employees or an external consultant, proprietary information, and advice from government;
- (b) may violate a legal recognized privilege such as solicitor-client privilege, litigation privilege, or settlement privilege, or may have been prepared by or for counsel in giving or seeking legal advice or in contemplation of litigation;
- (c) may derive from or compromise an enforcement activity, including where access may be refused under the exceptions described in subsection 14(1) of the *Freedom of Information and Protection of Privacy Act* if it applied to TICO;
- (d) could reasonably be expected to adversely impact compliance with regulatory requirements;
- (e) violates a provision of the Act;
- (f) may involve bulk data and/or other aggregate data that identifies a specific person;
- (g) may not be in the public interest and could reasonably be expected to threaten the life, health, or security of an individual;
- (h) may have been generated in the course of a dispute resolution process including, for example, mediation or the handling of a complaint;
- (i) may be unreasonably costly to provide, considering the nature of the request and the volume of records requested;
- (j) may be a frivolous and vexatious request;

- (k) may reveal procurement information, including information submitted to TICO in response to a procurement process;
- (l) is an audio recording of a telephone call made for quality assurance purposes;
- (m) may impair the ability of TICO to provide a fair, safe, and informed marketplace that supports a competitive economy;
- (n) may be information compiled by TICO or supplied to TICO for the purposes of risk management or risk-informed decision making;
- (o) may be a report or other information supplied by a government, regulatory or enforcement body to TICO in confidence, whether explicitly or implicitly; or
- (p) may reveal proposed plans, policies, or projects of TICO where disclosure could reasonably be expected to result in premature disclosure of a pending policy decision or would cause undue financial loss or benefit to a person.

9.3 TICO shall disclose as much of the record as can be reasonably severed without disclosing information captured in sections 9.1 or 9.2.

9.4 TICO may refuse to confirm or deny the existence of a record to which section 9.1 or 9.2 applies.

10. Collection of Personal Information

10.1 TICO has the authority to collect, use, and disclose personal information for the purpose of carrying out its objects.

10.2 TICO shall not collect, use, or disclose more personal information than is reasonably necessary to carry out its regulatory activities and fulfill its consumer protection mandate.

10.3 Primary Purposes for Collecting Information: TICO collects information about registrants, about members of the general public, and about contract staff as follows:

(a) *About Applicants/Registrants:*

Personal information will be collected by lawful means directly from the applicant or registrant to whom it relates whenever possible and will be compiled only where there is a demonstrable need for the information in order for TICO to administer the Act. Individuals will be informed of the purposes for which personal information is collected, unless the information is collected as part of an inspection, investigation, or a complaint.

TICO staff involved in the collection of personal information will communicate the reasons personal information is required at the request of the individual to whom the information pertains. The primary purposes of collecting the information are to determine if one is qualified for registration under the statute and to ensure that the legislation is being complied with.

An individual's written consent will be obtained before personal information is collected from third parties except for the conduct of an inspection, investigation, or complaint. The TICO Registration and Renewal Forms contain a consent provision with respect to the collection of relevant personal information from third parties to determine if the applicant is eligible for or remains entitled to the registration applied for under the Act.

(b) *About Members of the General Public:*

Personal information is collected from members of the general public (consumers) so that TICO may assist them with complaint matters or in making a claim against the Travel Industry Compensation Fund. The primary purpose of collecting this information is to assess whether the individual has a valid claim against the Travel Industry Compensation Fund or a complaint that TICO can assist them with, to advise them regarding their rights and responsibilities, and to investigate and mediate any dispute the consumer may have with a registrant.

(c) *About Contract Staff:*

Personal information is collected from people who are contracted to do work for TICO (temporary workers), to ensure that they can be contacted in the future for new assignments or for other necessary work-related communications such as sending out payments or year-end tax receipts. Examples of the type of personal information TICO collects for those purposes include home addresses and telephone numbers. It is rare for TICO to collect such information without prior consent, but it might happen in the case of a health emergency (e.g., the outbreak of a contagious disease) or to investigate a possible breach of law (e.g., if a theft were to occur in the office).

(d) *About Job Applicants:*

Personal information is collected from individuals applying for a job at TICO as part of our review process. TICO normally retains information from candidates after a decision has been made, unless asked not to retain such information. If an individual is offered a job and they accept, the information will be retained in accordance with TICO's privacy procedures for employee records.

10.4 Secondary Purposes for Collecting Personal Information: Like most organizations, TICO also collects, uses, and discloses information for purposes related to or secondary to its primary purposes. The most common examples of TICO's related and secondary purposes are as follows:

- TICO is delegated to administer the Act. The Ministry is responsible for overseeing that TICO performs that role properly. The Ministry may conduct performance, governance, accountability, or financial reviews of TICO.
- External consultants (e.g., auditors, lawyers, information technology) may do audits or continuing quality improvement reviews of our organization, including reviewing TICO's database, files, and interviewing staff.
- Professional staff in our organization may be subject to review by their regulatory bodies, which may inspect TICO's records and interview TICO staff as a part of their regulatory activities in the public interest. For example, TICO's lawyers are regulated by the Law Society of Ontario. Also, like all organizations, various government agencies (e.g., Canada Customs and Revenue Agency, Information and Privacy Commissioner, Human Rights Commission, etc.) have the authority to review TICO's files and interview TICO's staff as part of their mandates.

10.5 By providing TICO with personal information, a person consents to its use and disclosure for the purpose for which it was obtained or compiled or for a consistent purpose in accordance with this Code.

10.6 Subject to the exception set out in section 10.3 of this Code, where TICO collects personal information, it shall,

- (a) only collect information directly from the person to whom the information relates, unless the person authorizes another manner of collection; and
- (b) explain to the person the purpose for collecting the information and, at or before the time of collection, obtain his or her consent (express or implied) for its collection, use and disclosure by TICO for that purpose.

11. Security and Retention of Personal Information

11.1 TICO will take reasonable steps, including implementing policy and security mechanisms, to ensure that the personal information in its custody or under its control is protected against unauthorized access, use or disclosure, and to ensure that the records containing the information are protected against unauthorized copying, modification, or destruction. What constitutes reasonable steps shall be determined taking into consideration the volume of information, its sensitivity, and the format in which it is stored.

11.2 Some steps that TICO takes to safeguard information include:

- All staff will be provided with a copy of TICO's Access and Privacy Code upon its approval. All new staff will be provided with such information when they are hired or retained.
- Staff will be trained to collect, use, and disclose personal information only as necessary to fulfill their duties and in accordance with the Access and Privacy Code. The importance of confidentiality and methods of maintaining security of personal information will be emphasized. Access to information by staff is on a need-to-know basis.
- A refresher training session will be held for all staff annually.
- Staff members are required to sign confidentiality agreements.
- TICO uses a number of consultants and agencies that may, in the course of their duties, have limited access to personal information. These include computer consultants, office security and maintenance, a file storage company, temporary workers, website managers, cleaners, TICO's landlord, lawyers, and auditors. TICO limits their access to personal information as much as reasonably possible. TICO's Access and Privacy Code will be shared with any external consultants and agencies which have access to personal information held by TICO. Assurances will be sought from these parties that the privacy principles in the Code will be adhered to.
- Access to the premises of TICO is controlled by security cards.
- Paper information is either under supervision or kept in a locked or secure area that is protected from unauthorized access.
- Paper information is transmitted through sealed, addressed envelopes or boxes by reputable companies.
- Electronic hardware is either under supervision or secured in a locked or restricted area at all times.
- Password protection, firewalls, virus protection, and other recognized security measures are used for electronic information.

11.3 E-mail is not a 100% secure medium. Individuals should be aware of this when contacting TICO to send personal information.

11.4 Personal information will be retained after use for one year or as long as is necessary to fulfill the purposes for which the information was collected. A record of personal information will not be retained after the purpose for which it was collected has been fulfilled unless:

- another law requires or authorizes the retention;
- the record is reasonably required for purposes related to TICO's regulatory activities including future regulation of members; or
- the record is transferred to storage for the purposes of permanent preservation or historical research.

11.5 Where TICO has used a record of personal information about an individual to make a decision, it shall retain the record long enough after making the decision to allow the individual a reasonable opportunity to request access to the information. This requirement does not apply if the individual has already been given access to the information prior to the making of the decision.

11.6 Personal information in paper form is required to be placed in a locked shredder box so that it can be shredded or otherwise destroyed before it is disposed of.

11.7 Electronic data is destroyed before the hardware holding the data is discarded.

12. Use and Disclosure of Personal Information

12.1 Subject to the exceptions set out under section 12.2 of the Code, TICO shall use personal information only for the purposes for which it was collected and shall disclose personal information only with the consent of the person to whom the information relates.

12.2 TICO may use or disclose personal information without the consent of the person, or for purposes other than those for which it was collected, if:

- (a) the information is subject to an agreement that TICO has entered into with a third-party consultant or service provider to manage or use TICO's records on its behalf, if such agreement requires the third-party to comply with this Code and have in place security safeguards comparable to those used by TICO;
- (b) the information is used or disclosed for purposes related to ongoing registration, inspection, investigation, or enforcement activity of TICO pursuant to the Act;
- (c) the information is required in connection with a proceeding under the Act or in connection with the administration of the Act;
- (d) the information is shared with the Minister or a prescribed entity in accordance with the Act;

- (e) the information is requested by a law enforcement agency;
- (f) it is required by law or pursuant to a court order;
- (g) the information is requested by a ministry, department or agency of a government engaged in the administration of legislation similar to the Act or legislation that protects consumers or to any other entity to which the administration of legislation similar to this Act or legislation that protects consumers has been assigned;
- (h) it is authorized under the *Regulatory Modernization Act, 2007*;
- (i) the information is disclosed for the purpose for which it was obtained or for a consistent purpose;
- (j) the information is requested by or disclosed to the person's counsel;
- (k) the information is disclosed to TICO's counsel;
- (l) the information is publicly available;
- (m) the information is disclosed to a prescribed entity or organization if the purpose of the disclosure is consumer protection; or
- (n) it is required for the purpose of establishing or collecting a debt owed to TICO.

13. Correction of Personal Information

- 13.1 Where an individual disagrees with the accuracy of their personal information received from a formal request, the individual is entitled to request a correction.
- 13.2 A request for correction must be in writing and addressed to the Privacy Officer. The request must include sufficient information to allow the Privacy Officer to authenticate the identity of the person making the request. The request should identify the applicable personal information and identify the correction or amendment being sought.
- 13.3 TICO shall respond in writing to a request for a correction or amendment to personal information within 30 days. If it is not possible to respond within 30 days, the person will be advised when a response can be expected.

- 13.4 If an individual can establish that the information in TICO's records is not accurate and complete, TICO will take reasonable steps to correct the information, subject to the limitations that may be necessary or appropriate to enable it to carry out its regulatory activities. The following list contains examples of the types of situations where TICO may decline to correct personal information because correcting the personal information could reasonably be expected to interfere with its regulatory activities:
- where the person requesting the correction does not provide sufficient information to enable TICO to assess the request to make the correction;
 - where the fact that the statement was made, whether it is correct or not, is relevant to the regulatory activities of the organization;
 - where correction may reasonably interfere with a regulatory process including an inquiry, investigation, or hearing;
 - where the correction may reasonably interfere with the regulatory or enforcement activities of another statutory regulatory body or a law enforcement agency;
 - where the correction may alter an original document that belongs to someone else and will eventually be returned to that person; or
 - where correction is prohibited by another Act.
- 13.5 Where TICO agrees to correct a record of personal information, the correction may be made so as not to obliterate the original entry.
- 13.6 Where TICO agrees to correct a record of personal information, TICO shall provide written notice to every person to whom the original record was provided within the previous twelve months unless to do so is impractical or would reasonably interfere with its regulatory activities.
- 13.7 Where TICO refuses a request for correction, the Privacy Officer will provide written reasons for the refusal.
- 13.8 If the correction is refused by the Privacy Officer, the individual may require TICO to attach a Statement of Disagreement to the file. The Statement of Disagreement shall not exceed 500 words.

14. Complaints and Remedies Process

- 14.1 Complaints about TICO's privacy practices can be made in writing to TICO's Privacy Officer. The Privacy Officer will acknowledge receipt of the complaint, ensure that it is investigated promptly, and that a formal decision and reasons are provided in writing.
- 14.2 The following complaints or concerns should be reported in writing to the Privacy Officer:
- (a) Report of a data breach or suspected data breach involving information in TICO's custody or control
 - (b) Concerns regarding TICO's handling of personal information
 - (c) Complaints regarding the release of records and personal information or the refusal to release records
 - (d) Requests for correction of personal information
- 14.3 The Privacy Officer shall respond to a complaint or concern within thirty days of receipt of the report. If the Privacy Officer is unable to respond within 30 days, they will advise the person who made the report when a response can be expected.
- 14.4 Complaints with respect to how a matter was handled by the Privacy Officer can be made, in writing, addressed to TICO's Governance and Nominations Committee. The Governance and Nominations Committee is a committee of the board of directors that has been assigned responsibility for reviewing complaints against TICO.
- 14.5 Where a complaint or concern is found to be justified, TICO shall take appropriate measures to rectify the problem, including where necessary, amending its procedures and practices.

15. Fees:

- 15.1 Personal information shall be made available to the person to whom the information relates at a reasonable or no cost.
- 15.2 Records, other than bulk data, shall be made available to a requester at a cost that reflects the total cost of providing the information or no cost. The cost of providing bulk data will be determined on a case-by-case basis. In determining fees, TICO shall make efforts to be consistent and base costs on publicly available criteria.

15.3 Individuals will be informed of any fees and given an opportunity to withdraw their request, if desired, prior to the request being processed.

15.4 Fees for access requests are not subject to the Fee Setting Process and Criteria set out in Schedule “F” of the Agreement.

16. Administration

16.1 TICO’s Access and Privacy Code is reviewed annually by TICO’s Regulatory and Business Strategy Committee.

16.2 TICO shall make information about the Code and related processes available to the public.

The Travel Industry Council of Ontario

His Majesty the King in right of Ontario



Michael Levinson, Chair of the Board

Minister of Public and Business Service Delivery and Procurement

Date: June 13, 2024

Date: June 14, 2024

SCHEDULE "I" – NON-REGULATORY BUSINESS POLICY

THE TRAVEL INDUSTRY COUNCIL OF ONTARIO

Authority

The SCSAA authorizes the Travel Industry Council of Ontario ("TICO") to carry out other activities in accordance with its objects except it cannot engage in commercial activity through an individual, corporation or other entity that is related to TICO.

This Schedule authorizes TICO to undertake non-regulatory business, that is, business in addition to its Statutory Mandate.

Policy

The TICO will only enter into non-regulatory business arrangements that promote and enhance consumer protection and are consistent with its objects, vision and mission. It will operate in compliance with the principles outlined in this policy. TICO will ensure that all of its employees are aware of and act in accordance with this policy.

Policy Principles

- Commitment to Core Responsibilities and Regulatory Integrity: TICO will at all times conduct itself in a manner that maintains its ability to effectively deliver its Statutory Mandate, with high standards of integrity and in a non-conflicted manner.
- Fair Business Practices: TICO will not use its authority as a regulator to create an unfair business advantage.
- Fair Competition: TICO shall ensure that all contracts, agreements or understandings are consistent with competition law.
- Financial Independence: TICO will only deliver non-regulatory business services that enhance consumer protection and generate revenues generally to the benefit – and never to the detriment – of its regulatory responsibilities. TICO will ensure independent financial reporting of non-regulatory business services.

Compliance

TICO will submit to the Minister a statement for each non-regulatory business arrangement confirming that it will not negatively impact its Statutory Mandate and regulatory business and is consistent with this policy. This statement shall be provided to the Minister a minimum of ten (10) business days prior to entering into or bidding on a legally binding contract. The statement shall contain the duration and parties of each contract, and the nature of the work.

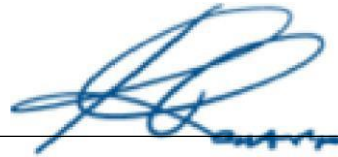
TICO will communicate this policy to its stakeholders and licensees to ensure a broad base of understanding. TICO will monitor its business development activities to ensure this policy is being consistently applied.

TICO will implement this policy to ensure appropriate treatment of confidential information, proper disclosure of TICO's role, and decision-making that is fair and sound.

Upon request of the Minister, TICO will engage a third-party to conduct a review of compliance with this policy. In addition, TICO shall make a summary of findings of the review available to the public, including by posting on TICO's website.

The Travel Industry Council of Ontario

Her Majesty the Queen in right of Ontario



Michael Levinson, Chair of the Board

Minister of Government and Consumer Services

Date: April 26, 2022

Date: April 28, 2022

SCHEDULE “J” – EFFECTIVE DATES OF CERTAIN PROVISIONS OF THE ADMINISTRATIVE AGREEMENT

THE TRAVEL INDUSTRY COUNCIL OF ONTARIO

The provisions of the Agreement specified in column A of the table below take effect on the date specified in column B of the table. For any provision listed below, the equivalent provision of the most recent prior agreement continues in effect until the date listed in column B.

A. Provision	B. Effective Date
<p>Subsection 8(3)</p> <p>Subsection 2.2(c) of Schedule “E”</p> <p>Subsection 5.2(16)</p>	<p>The date on which section 16 of Schedule 8 of the Rebuilding Consumer Confidence Act, 2020, SO 2020, c 14 is proclaimed into force by the Lieutenant Governor in Council.</p>
<p>Section 11 – Records, Privacy and Access</p> <p>Schedule “H” – Access and Privacy Code</p>	<p>April 1, 2023.</p> <p>TICO’s existing access and privacy code is to remain in effect until this time. A copy of TICO’s code is available at the following link on TICO’s website:</p> <p>https://www.tico.ca/about-tico/policies/privacy-policy.html</p>
<p>Subsection 5.2(7) – Roles and Responsibilities of the Parties – The Administrative Authority</p>	<p>April 1, 2023.</p> <p>TICO’s existing Procurement Policy is to remain in effect until this time. A copy of TICO’s current Procurement Policy can be found on TICO’s website:</p> <p>https://tico.ca/about-tico/policies/procurement-policy.html</p>
<p>Clause 8(1)(a) – Corporate Reporting</p>	<p>April 1, 2023.</p> <p>Clause 6(1)(a) in the 2013 Agreement between TICO and the Minister is to remain in effect until this time.</p>

A. Provision	B. Effective Date
Clauses 8(5)(a) & 8(5)(b) – Corporate Reporting	April 1, 2023. Clause 6(1)(e) in the 2013 Agreement between TICO and the Minister is to remain in effect until this time.

The Travel Industry Council of Ontario



Michael Levinson, Chair of the Board

Date: April 26, 2022

Her Majesty the Queen in right of Ontario



Minister of Government and Consumer Services

Date: April 28, 2022